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CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 20th day of January 2023, 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 **OFFICE OF THE GOVERNOR, OFFICE OF GUN VIOLENCE PREVENTION** (hereinafter referred to as "Government") and **RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK** on behalf of the **NATIONAL NETWORK FOR SAFE COMMUNITIES** at John Jay College (hereinafter referred to as "NNSC" or "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to work directly with local stakeholders to implement the Group Violence Intervention ("GVI") strategy, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

WHEREAS, NNSC was selected in accordance with 31 V.I.C. § 239(a)(8) for Contractor's unique capabilities and skills in the area of evidence-based, violence reduction strategies; and

WHEREAS, NNSC 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

NNSC 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

Upon approval by the Commissioner of the Department of Property and Procurement, this Contract shall be effective from April 1, 2022, and shall terminate twenty-four (24) months thereafter on March 31 2024.

3. COMPENSATION

Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay NNSC a sum not to exceed Five Hundred Thirty-Five Thousand Dollars and No Cents (\$535,000.00) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this Contract.

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4. TRAVEL EXPENSES

All travel expenses are included in the contract price and there shall be no additional travel costs.

5. RECORDS

NNSC when applicable, will present documented precise records of time and/or money expended under this Contract and actions implemented.

6. PROFESSIONAL STANDARDS

NNSC 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 Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above-described materials shall not be used by NNSC or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

NNSC shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

10. INDEMNIFICATION

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.



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11. INDEPENDENT CONTRACTOR

In connection with the Contractor's operations and activities hereunder, Contractor is an Independent Contractor and this Agreement does not create an agency, partnership, or formal business relationship of any kind between Government and Contractor or Government and Contractor's employees. All Contractor personnel providing services under this Agreement shall be deemed employees of Contractor and shall not for any purposes be considered employees or agents of the Government. Contractor assumes full responsibility for the actions and supervision of such personnel while performing services under this Contract. Government assumes no liability for Contractor personnel. Contractor, as an independent company contractor to Government, promises to be responsible for all taxes, fees, license, or other legal or governmental requirements for the Services and its employees performing services under this Agreement unless otherwise noted in Schedule A of Addendum II (Compensation).

12. GOVERNING LAW

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

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this Contract 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 Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

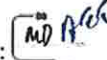
14. ENTIRE AGREEMENT

This Contract 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.

15. RIGHT TO WITHHOLD

If work under this Contract is not reasonably performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to NNSC, 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 NNSC in writing in the event that it elects to exercise its right to withhold.

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No such withholding or application shall be made by Government if and while NNSC gives 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.

16. **CONDITION PRECEDENT**

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

17. **TERMINATION**

(a) Termination for Convenience

Government and Contractor each reserve the right to terminate this Agreement or any part of this Agreement at its sole convenience with forty-five (45) days written notice. On the effective date of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or Subcontractors to cease any further work. Government agrees to reimburse Contractor for actual, reasonable, substantiated, and allocable costs, including non-cancelable obligations, for Services performed up to and including to date of termination.

(b) Termination for Cause

- i. Government may elect to terminate this Agreement, or any part of this Agreement, with thirty (30) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Delivery of services which do not conform to this Agreement, and failure to provide Government, upon request, with adequate assurances of future performance are all causes allowing Government to cancel this Agreement for cause. In no event shall any delays caused by Government's failure to provide Contractor with the data specified in paragraph 2 of Addendum III allow Government to terminate for cause. If it should be determined that Government has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
- ii. Contractor may terminate this agreement for cause if Government fails to perform any of its obligations except providing appropriate access to the data referenced in paragraph 2 of Addendum III for security reasons. In such event, Contractor may terminate this Agreement, with thirty (30) days written notice for Cause. In the event of cancellation for cause pursuant to this provision, Contractor shall be entitled to payment for the next applicable milestone and non-cancelable obligations to compensate it for its services.



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18. PARTIAL TERMINATION

The performance of work under this Contract 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 NNSC. This partial termination shall be effected by delivering to the NNSC a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The NNSC 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.

19. NON-DISCRIMINATION

Contractor promises to comply with all federal, state, and local non-discrimination laws and regulations. Contractor promises not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further promises to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

20. CONFLICT OF INTEREST

- (a) Contractor 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 Contract.
- (b) Contractor further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and, as such, has:
 - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
 - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
 - (iii) no financial interest in this Contract as that term is defined in section 1101(1) of said Code chapter.

21. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is received by email address, 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 U.S. Virgin Islands 00802
anthony.thomas@dpp.vi.gov

KARL KNIGHT
Chief of Staff
Office of the Governor
1105 King Street St. Croix, VI 00820
karl.knight2@go.vi.gov

ANTONIO E. EMANUEL
Executive Director
Office of Gun Violence Prevention
1105 King Street St. Croix, VI 00820
antonio.emanuel@go.vi.gov

CONTRACTOR

Jeffrey Slonim
Chief Counsel & Secretary of the Board
Research Foundation of the City of New York
230 W. 41st Street, 7th Floor
New York, NY 10036
legalaffairs@rfcun.org

Either Party may alter the address to which communications or copies are to be sent by giving written notice, provided that notice of a change in address must be effective only upon receipt of such change of address in conformity with the provisions of this paragraph for giving notice.

22. COMPLIANCE WITH LAWS

The Government has entered into this Agreement with Contractor relying on its knowledge and expertise to provide the Services contracted for. As part of that reliance, Contractor represents that knowledge and understanding of the relevant and applicable federal and state laws that apply to the Services provided through this contract, and promises to comply with these relevant and applicable federal and state laws.



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23. OTHER PROVISIONS

Addendum I (Scope of Services) Addendum II (Compensation) and Addendum III (NNSC Additional Provisions) attached hereto are a part of this Contract and are incorporated herein by reference.

24. FALSE CLAIMS

NNSC warrants that it shall not, with respect to this Contract, 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. NNSC acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

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.

26. INSURANCE (N/A)

Contractor shall maintain the following insurance coverages during the term of this Contract:

- (a) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder. Such Professional Liability Coverage shall include any and all subcontractors permitted under this Contract. (N/A)



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

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Antonio E. Emantiel
Date 12/9/22

Executive Director
Office of Gun Violence Prevention

Karl Knight
Date 12/9/22

Chief of Staff
Office of the Governor

Anthony D. Thomas
Date 1/20/2023
Commissioner
Department of Property and Procurement

CONTRACTOR

DocuSigned by:
Matthew Drost
Date 11-10-2022

Matthew R. Drost
Chief Counsel
Research Foundation of the City
University of New York

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:
Assistant Attorney General Date 1 / 20 / 2023

PURCHASE ORDER NO.

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