



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made this 10th day of April, 2025 in the Territory of the Virgin Islands, by and between the United States Virgin Islands Office of Disaster Recovery/V.I. Public Finance Authority, (hereinafter referred to as "ODR-PFA") and the Office of Lieutenant Governor, (hereinafter referred to as "Contractor" and "OLG") through the Department of Property and Procurement.

WITNESSETH:

WHEREAS, ODR-PFA is in need of the services of a Contractor to provide Territorial Geospatial Information and facilitate ODR-PFA 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 Contractor will provide ODR-PFA with access to its GIS Platform in accordance with the provisions outlined in Addendum I (Service Provisions), II, III, IV, V, VI, and VII, which are 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 ODR-



PFA 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 ODR-PFA's election to renew.

3. COMPENSATION

The ODR-PFA, in consideration of the satisfactory performance of the services described in Addendum I (Service Provisions), agrees to pay the OLG a sum not to exceed **Ten Thousand Dollars (\$10,000.00)** 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 ODR-PFA 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 ODR-PFA. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the ODR-PFA, or as agreed to by an Addendum to this Contract, however, said costs and expenses shall not exceed N/A.

5. RECORDS

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

6. PROFESSIONAL STANDARDS

The OLG 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 ODR-PFA documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this MOA shall remain the property of the ODR-PFA. The above-described materials shall not be used by the OLG or by any other person or entity except upon the written permission of the ODR-PFA. All OLG GIS data will remain the property of OLG, in accordance with Addendum VI, attached hereto and made a part of this Agreement.



8. ASSIGNMENT

The OLG shall not subcontract or assign any part of the services under this MOA without the prior written consent of the ODR-PFA.

9. INDEPENDENT CONTRACTOR

The OLG 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, ODR-PFA will have the right to withhold out of any payment due to the OLG, such sums as ODR-PFA may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its



option, ODR-PFA may apply such sums in such manner as the ODR-PFA may deem proper to secure itself or to satisfy such claims. ODR-PFA will immediately notify the OLG in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by ODR-PFA and while the OLG gives satisfactory assurance to ODR-PFA that such claims will be paid by OLG 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 ODR-PFA, in part, whenever the ODR-PFA shall deem such termination advisable by providing thirty (30) days written notice to the OLG. This partial termination shall be effected by delivering to the OLG 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 OLG 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 OLG 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

Lisa M. Alejandro
Commissioner
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas U.S. Virgin Islands 00802

Adrienne L. Williams-Octalien
Director
Office of Disaster Recovery | V.I. Public Finance Authority
14A & 14C Strand Street | Frederiksted, VI
8000 Nisky Center, Suite 1 | St. Thomas, VI
402 Strand Street | Frederiksted, VI 00840

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 OLG 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

Addendum 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 OLG 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 OLG 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 OLG or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the OLG or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the OLG or subcontractor shall promptly reimburse the ODR-PFA for any progress payments heretofore made.

23.FALSE CLAIMS

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

24. NOTICE OF FEDERAL FUNDING

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

Adrienne L. Williams-Octalien
Director

Office of Disaster Recovery | V.I. Public Finance Authority

4/4/2025
Date

Lisa M. Alejandro
Commissioner
Department of Property & Procurement

04/10/2025
Date

Honorable Tregenza A. Roach, Esq.
Lieutenant Governor
Office of the Lieutenant Governor

4/4/2025
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

Assistant Attorney General

4/10/2025
Date

PURCHASE ORDER NO. _____

General Contract No. G017OLGT25

Initials: _____