

PERSONAL SERVICE CONTRACT

THIS AGREEMENT is made this 30th day of September, 2025, 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 Department of Justice (hereinafter referred to as "Government") and Jacqueline Pender, M.D. (hereinafter referred to as "Contractor")

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WITNESSETH

WHEREAS, Government needs a physician to provide autopsies, forensic medico death investigations, expert testimony, and death certifications on behalf of the Government in the District of St. Croix; and

WHEREAS, Jaqueline Pender is licensed and qualified in the specialty of Pathology and is willing and capable of performing the aforementioned duties of a medical examiner; and

WHEREAS, the parties desire that Jacqueline J. Pender, M.D., perform Medical Examiner services for the Government for the District of St. Croix; and

WHEREAS, on the date of the execution of this Contract, a functional morgue does not exist in the District of St. Croix and all autopsies for the district are performed in St. Thomas, but the Government anticipates that its morgue in St. Croix will become functional during the pendency of this Contract, at which time all autopsies for the St. Croix District will be performed in the St. Croix morgue, and

WHEREAS, the parties desire to enter into this written agreement to provide a full statement of each party's respective rights and responsibilities;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and the intention to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor shall provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

The Term of this Contract shall commence on April 3, 2025, and will terminate Three Hundred Sixty-Five (365) days thereafter. Upon execution of this Contract by the Commissioner of the Department of Property and Procurement, this Contract shall be effective for the Term set out

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herein. The Government, in its sole discretion, shall have the option to renew this Contract for a period of two (2) additional 180-day periods, subject to the same terms noted herein, by providing the Contractor 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 Contractor a sum not to exceed **TWO HUNDRED FIFTY THOUSAND 00/100 Dollars (\$250,000.00)** as determined by services determined by the rates per item, as described in Addendum I (Scope of Work), in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

Additionally, within 30 days of the effective date of this Agreement, out of the aforementioned **TWO HUNDRED FIFTY THOUSAND 00/100 Dollars (\$250,000.00)** the Government will pay the Contractor for Invoice No. 51 in the amount of **THIRTY-THREE THOUSAND and 00/100 DOLLARS (\$33,000.00)**, Invoice No. 54 for **FIFTY-THREE THOUSAND and 00/100 DOLLARS (\$53,000.00)**, Invoice No. 56 in the amount of **TWENTY-TWO THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$22,500.00)**, and Invoice No. 57 in the amount of **TWENTY-SIX THOUSAND and 00/100 DOLLARS** for a total of **ONE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$134,500.00)**, all of which are due and owing for pathology work performed since the beginning of the Term of this Contract.

If the Government elects to renew the Contract, the Government will pay the Contractor a sum not to exceed **ONE HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$125,000.00)**, per renewal period, in accordance with the Addenda.

The Parties acknowledge that during the pendency of this Contract term, the Government has already paid Contractor for Invoice No. 49 in the amount of **THIRTY-THREE THOUSAND and 00/100 DOLLARS (\$33,000.00)**.

4. TRAVEL

Travel costs are not authorized under this Contract.

5. RECORDS

The Contractor, when applicable, will present documented, precise records as described in Addendum I

6. PROFESSIONAL STANDARDS

The Contractor agrees to maintain the professional standards applicable to their 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 Contractor 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 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

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

10. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

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

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.

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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 agreement 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 performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, 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 Contractor 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 Contractor 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.

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

Either party shall have the right to terminate this Contract, with or without cause, upon providing the other party with 30 days' written notice specifying the date of termination.

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 **fifteen (15)** days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor 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 Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for services performed during the notice period.

19. 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 Contract on account of race, creed, color, sex, religion, disability, or national origin.

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 the 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 sent by certified mail, postage prepaid, or personally delivered, addressed to the parties as follows:

GOVERNMENT

Lisa M. Alejandro
Commissioner Designee
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas, Virgin Islands 00802

Gordon C. Rhea, Esq.
Attorney General



Department of Justice
34-38 Kronprindsens Gade
St. Thomas, VI 00802

CONTRACTOR

Jacqueline J. Pender, M.D.
9048 Sugar Estate
St. Thomas, Virgin Islands 00802

22. LICENSURE

The Contractor 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.

23. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference.

24. INSURANCE

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.

25. NO STRIKES

The Contractor agrees that during the term of this Agreement, they shall not engage in, encourage, or support any strike, work stoppage, slowdown, or other concerted refusal to perform any duties or responsibilities under this Agreement. The Contractor further agrees not to participate in any activity that disrupts or interferes with the operations of the Department of Justice and the Office of the Medical Examiner, including but not limited to picketing or other public demonstrations related to employment conditions. In the event the Contractor violates this clause, such action shall constitute a material breach of this Agreement and may result in immediate termination of this Agreement, subject to applicable laws and due process. This clause shall not be construed to limit the Contractor's rights under applicable labor laws, including the right to engage in protected concerted activity where such rights are guaranteed by law.



26. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor 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 Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

27. FALSE CLAIMS

Contractor 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. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offence under Virgin Islands law.

28. 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. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

29. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

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

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

GOVERNMENT OF THE VIRGIN ISLANDS



Gordon C. Rhea, Esq.
Department of Justice

09/25/2025

Date

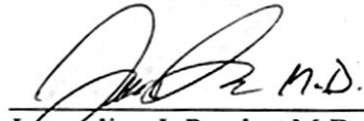


Lisa M. Alejandro, Commissioner
Department of Property and Procurement

09/30/2025

Date

CONTRACTOR



Jacqueline J. Pender, M.D.
(Corporate seal if Contractor is a corporation)

09-25-2025

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:



Date 09/29/2025

PURCHASE ORDER NO. _____

