

**PROFESSIONAL SERVICES AGREEMENT**  
**BY AND BETWEEN THE**  
**VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY**  
**AND**  
**CAMOIN ASSOCIATES, INC.**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made this 17<sup>th</sup> day of September 2020 between the **VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY**, ("USVIEDA") and **CAMOIN ASSOCIATES, INC.**, located at 120 West Avenue, Suite 303, Saratoga Springs, NY 12866 ("Contractor" or "Camoin"), collectively referred to as the "Parties" and individually as a "Party".

**WHEREAS**, USVIEDA is a semi-autonomous government instrumentality formed under the laws of the Virgin Islands of the United States ("USVI" or "U.S. Virgin Islands"), V.I. CODE ANN. tit. 29, §§ 1100-1117;

**WHEREAS**, Camoin, formed on February 7, 2000 in the State of New York, is a full-service economic development firm offering a wide range of representative work including real estate market analyses, strategic plans, economic and fiscal impact studies, and business retention, attraction, and marketing initiatives;

**WHEREAS**, in the aftermath of Hurricanes Irma and Maria, the United States Congress, through the Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2017, Public Law (P.L.) 115-56, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act of 2018, P.L. 115-123, appropriated approximately Thirty-Eight Billion Dollars (\$38,000,000,000) to the U.S. Department of Housing and Urban Development ("HUD") to be allocated as disaster recovery community development block grants among States, Puerto Rico, the U.S. Virgin Islands and other eligible government entities to provide crucial funding for recovery efforts involving housing, infrastructure, economic development, infrastructure and the prevention of further damage to affected areas;

**WHEREAS**, the U.S. Virgin Islands submitted to HUD, and on July 10, 2018, HUD approved a Community Development Block Grant Disaster Recovery Action Plan (hereinafter, along with any subsequent amendments, the "Action Plan"), detailing a range of Projects to address the Virgin Islands' substantial unmet needs and recovery relief after Hurricanes Irma (FEMA-4335-DR) and Maria (FEMA-4340-DR);

**WHEREAS**, based on the approved Action Plan, the USVI received HUD Community Development Block Grant Disaster Recovery funding ("CDBG-DR") for hurricane disaster recovery;

**WHEREAS**, on or about September 27, 2018, the U.S. Virgin Islands executed Grant Agreement, No. 1, B-17-DM-78-0001 with HUD to use CDBG-DR funds for the necessary expenses related to disaster relief projects, long-term recovery, restoration of housing, infrastructure and economic revitalization in the impacted and distressed areas in the USVI;

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**WHEREAS**, on or about March 1, 2019, HUD approved a modified U.S. Virgin Islands CDBG-DR Action Plan detailing a range of projects to address the U.S. Virgin Islands' substantial unmet housing, public service, infrastructure, and economic needs after Hurricanes Irma and Maria;

**WHEREAS**, Subrecipient Agreement No. SA-DR(EDA)-002-2019, entered into between VIHFA and USVIEDA on or about June 19, 2019;

**WHEREAS**, implementation of Action Plan Projects shall be undertaken in compliance with federal, and U.S. Virgin Islands laws and regulations, as well as CDBG-DR Project and federal cross-cutting requirements including the National Environmental Policy Act of 1969 ("NEPA"), as amended;

**WHEREAS**, in December 2019, USVIEDA and the Virgin Islands Housing Finance Authority ("VIHFA") executed a Second Revised Appendix D: Project Agreement No. EDA-001-2019 applicable to Subrecipient Agreement SA-DR-(EDA)-002-2019;

**WHEREAS**, a 20-year economic development plan is an approved project ("Project") under the Action Plan for CDBG-DR funds;

**WHEREAS**, CDBG-DR funding will be used toward the development of the Action Plan as a grant match for the U.S. Economic Development Administration ("USEDA") grant;

**WHEREAS**, on June 15, 2020, USVIEDA published a Request for Proposal ("RFP") No. 2020-001-USVIEDA seeking professional marketing consultants to develop a transformative 20-year economic development plan and a targeted competitive industry analysis by January 15, 2021;

**WHEREAS**, after meeting established criteria and being the most responsive bidder, Contractor was selected to provide the scope of work outlined in RFP-2020-001-USVIEDA;

**WHEREAS**, Contractor's proposal in response to the RFP-2020-001-USVIEDA is incorporated herein by reference;

**WHEREAS**, Contractor was registered as a foreign profit corporation and general for profit corporation under the laws of the U.S. Virgin Islands on August 14, 2020 (Office of the Lieutenant Governor, Division of Corporations and Trademarks Entity Identifier: FP0109129);

**WHEREAS**, Contractor is duly licensed in the U.S. Virgin Islands under License No. 1-45270-2L;

**WHEREAS**, as set forth in EXHIBIT A: SCOPE OF SERVICES ("Services"), attached hereto and incorporated herein by reference, Contractor represents that it is fully equipped, competent, capable, and available to perform such Services;

**WHEREAS**, in consideration of the mutual covenants and conditions contained in this Agreement, USVIEDA seeks to contract with Contractor as an independent contractor to develop a transformative 20-year economic development plan and complete a target competitive industry analysis; and

**WHEREAS**, the USVIEDA Governing Board, meeting on August 11, 2020 authorized the Chief Executive Officer to enter into a contract with Contractor for the purposes stated herein;

**NOW, THEREFORE,** with the above recitals and attachments incorporated into and made a part of this Agreement as if set forth in full herein, and in consideration of the mutual provisions, covenants, and undertakings set forth herein, and for other good and valuable consideration, which are hereby acknowledged, the Parties agree as follows:

1. **TERM.** The effective date of this Agreement shall be **FRIDAY, SEPTEMBER 18, 2020** and shall terminate five (5) months thereafter at 11:59 P.M. on **THURSDAY, FEBRUARY 18, 2021**, unless terminated earlier as set forth in this Agreement. Upon execution of this Agreement, USVIEDA shall promptly issue a Notice to Proceed to Contractor.
  
2. **COMPENSATION.** This Agreement is contingent upon the appropriation and release of CDBG-DR funds to USVIEDA to fulfill the requirements of this Agreement. USVIEDA, in consideration of the satisfactory performance of the Services described in EXHIBIT A, agrees to pay Contractor **Four Hundred Thirty-one Thousand Nine Hundred Ninety-five Dollars (\$431,995.00)**<sup>1</sup> Agreement, payable as more specifically set forth in EXHIBIT B: BUDGET & SCHEDULE. Consultant shall request payment under the Agreement by sending electronic invoices to Shanell Petersen, Managing Director, Marketing & 2040 Vision at [spetersen@usvieda.org](mailto:spetersen@usvieda.org) with a courtesy copy to Kelly Thompson Webbe, Acting Chief Financial Officer at [kwebbe@usvieda.org](mailto:kwebbe@usvieda.org).
  
3. **LICENSURE.** 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;
  - b) Obtained and is currently holding any professional licenses as represented to USVIEDA; and
  - c) Familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.
  
4. **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 its obligations under this Agreement.
  
  - 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, whether compensated on a salary, fee or contractual basis); or
  
    - 2) A territorial officer or employee and, as such, has done the following:

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<sup>1</sup> Funding for this contract is shared by the U.S. Economic Development Authority and the Virgin Islands Housing Finance Authority.

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- i. familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof;
- ii. not made, negotiated or influenced this Agreement, in its official capacity;
- iii. no financial interest in this Agreement as that term is defined in 3 V.I.C. § 1101.

5. **RIGHT TO WITHHOLD.** If work under this Agreement is not performed in accordance with the terms hereof, USVIEDA shall notify Contractor in writing, detail the deficiency and allow Contractor the opportunity to correct the work. If after 10 days Contractor has not corrected the work, USVIEDA shall have the right to withhold out of any payment due to Contractor, such sums as may be deemed adequate to protect USVIEDA and VIHFA against loss or to assure payment of claims arising there from, and, at their option, USVIEDA and VIHFA may apply such sums in such manner as may be deemed proper to secure their respective interests or to satisfy such claims. USVIEDA shall immediately notify Contractor in writing in the event USVIEDA and VIHFA elect to exercise their right to withhold any amount due to unsatisfactory performance. No such withholding or application shall be made by USVIEDA and VIHFA if and while Contractor gives satisfactory assurance to USVIEDA and VIHFA that such claims will be paid by Contractor or its insurance carrier, if applicable, in the event such claim is not successful.

6. **CONDITIONS.**

- A. The Parties agree that no costs shall be incurred/disbursed until after USVIEDA has received a written Notice to Proceed from VIHFA that USVIEDA has satisfied the specific requirements of the herein referenced Subrecipient Agreement No. SA-DR(EDA)-002-2019 for the release of CDBG-DR funds.
- B. Contractor shall report to the USVIEDA Managing Director, Marketing & 2040 Vision who shall oversee the performance of the Agreement during the provision of the Services.
- C. Contractor shall obtain written authorization for any public appearances or statements referencing USVIEDA before taking any such action.
- D. USVIEDA shall provide access to USVIEDA staff and provide assistance through the Managing Director, Marketing & 2040 Vision as needed, for communication with U.S. Virgin Islands government agencies.

7. **CONFIDENTIAL INFORMATION.** It is understood and agreed that Contractor, including but not limited to its employees, agents and assign, shall maintain as confidential all information that USVIEDA may disclose to Contractor. Contractor shall take all steps to protect and to not disclose this information, unless the information is either:

- i. known to the disclosing party prior to its receipt from the other party without a limitation or obligation of confidentiality under another agreement;
- ii. independently developed by the disclosing party without use of the other party's protected information or data;
- iii. in the public domain at the time of disclosure through no fault of the disclosing party;
- iv. received from a third party with a legal or contractual right to disclose such information or data; or

- v. required to be disclosed as a result of a legal obligation to do so; provided, however, that the disclosing party shall provide 10 days' prior written notice to the other party of its intention to disclose such information.
8. **OWNERSHIP OF MATERIALS.** Upon final payment by USVIEDA, materials produced under this Agreement shall be considered to be owned by USVIEDA. In no event shall Contractor be precluded from developing for itself or for others, materials that are competitive with, or similar to, the deliverables. Furthermore, Contractor will continue to be free to use its general knowledge, skills and experience and any ideas, concepts, know-how and techniques that are acquired or used in the course of providing the Services. Materials independently developed and owned by Contractor or by other authors and third parties, and which may be used in the fulfillment of this Agreement, remain the property of their authors or owners. USVIEDA shall be given advance written notice of any third party materials which are used in the fulfillment of this Agreement. Subsequent use of such materials by USVIEDA shall require written permission of the Contractor or other author(s) thereof.
9. **INDEPENDENT CONTRACTOR.** Contractor acknowledges and understands that as an Independent Contractor, neither it nor any of its personnel, agents, or subcontractors shall be treated as an employee of USVIEDA for purposes of employment taxes, federal and state income tax withholding, social security taxes, city and county taxes, employee benefit provisions, workers' compensation and state and federal unemployment compensation. Contractor acknowledges and understands that it shall be solely responsible for payment of federal, state and local taxes (including but not limited to gross receipts tax (GRT)) and that USVIEDA assumes no responsibility for the payment of taxes on behalf of Contractor or its personnel and that USVIEDA will not withhold such taxes on their behalf. In the event that any members of the Contractor's project team are not available to work on the Project for any reason, Contractor reserves the right to substitute alternative staff of equivalent grade in order to ensure timely completion of the Project.

The Parties further acknowledge and agree that VIHFA shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance with respect to this Agreement.

Contractor shall be solely responsible for payment to all subcontractor tiers retained under this Agreement and, provided timely payment is received from USVIEDA, agrees to pay all subcontractors under the same invoicing terms applicable to the Parties as set forth in EXHIBIT B: BUDGET & SCHEDULE as follows:

Subcontractor(s) shall be required to invoice Contractor monthly (within five (5) business days of the close of the month) for the work completed through the end of the billing period based on agreed upon hourly rates and fees. After review of the invoice within five (5) business days of submission to Contractor, each approved invoice shall be paid within 10 days of the approval date or shall accrue interest at a rate of nine percent (9%) per annum.

**10. INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless (including reasonable attorney's fees and court costs) VIHFA, USVIEDA, its officers, directors, trustees, employees, representatives and agents from and against any and all claims, actions, suits, charges and judgments whatsoever that arise out of Contractor's performance or nonperformance of the services under this Agreement. This Clause shall survive termination or expiration of this Agreement.

Contractor further acknowledges and agrees that neither the Territorial nor federal government may enter into an indemnification agreement which creates or authorizes an obligation under any appropriation or fund in excess of the amount authorized by the funding authority for this Agreement; nor shall any officer or employee involve the government in any contract or obligation for the payment of money for any purpose, in advance of appropriations made for such purpose, unless such contract or obligation is authorized by law. See V.I. CODE ANN. tit. 33 § 3101 (Expenditures or contracts in excess of appropriations); see also 31 U.S.C. § 1341 (federal Antideficiency Act).

- 11. MECHANIC'S LIEN.** Contractor agrees to protect, defend, and indemnify USVIEDA and VIHFA from any claims for unpaid work, labor, or materials with respect to Contractor's Services. Final payment shall not be due until the Contractor has delivered to the Agency a complete release of all liens for work completed arising out of Contractor's Services or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to Agency indemnifying Agency against any and all liens.
- 12. WORKERS' COMPENSATION.** Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of any projects undertaken under this Agreement. Within 10 business days after award of the Project, Contractor must submit a copy of its certificate providing that the firm and its agents are covered by Workers' Compensation insurance. Any subcontractor performing services to the Contractor under this Agreement, unless a sole proprietor, shall also provide Workers' Compensation Insurance covering its employees.
- 13. PRELIMINARY INSPECTION.** Contractor shall notify both VIHFA and USVIEDA of the anticipated completion date so that any major defects or deficiencies may be pointed out to the Contractor for correction prior to the final submission of the Project.
- 14. FINAL INSPECTION.** The Services shall be considered complete upon acceptance by USVIEDA and, if requested by VIHFA, a final review conducted by VIHFA and/or USVIEDA.
- 15. INSURANCE & BONDING.** Contractor shall maintain liability insurance for protection against claims for damages because of bodily injury or death, claims for damages to property which may arise out of or result from the Contractor's operation under this Contract, whether such operations be by Contractor or by any subcontractor or anyone directly or indirectly employed by any of them.

**PUBLIC & COMPREHENSIVE GENERAL LIABILITY:** Contractor shall be required to obtain and have in full force and effect during full the term of engagement, a policy of public liability and general liability insurance including but not limited to death, bodily injury, property damage and broad form general liability coverage in which the limits shall be no less than Five

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Hundred Thousand Dollars (\$500,000.00) combined single limit per occurrence and a general aggregate of One Million Dollars (\$1,000,000.00). All insurance shall be endorsed to USVIEDA as an additional insured. Contractor shall provide proof of the requisite insurance within (10) business days after award.

PROFESSIONAL LIABILITY: Contractor shall be required to supply proof of professional liability insurance for the services to be performed, with policy limits of no less than One Million Dollars (\$1,000,000.00). All insurance shall be endorsed to USVIEDA as an additional insured. Proof of professional liability coverage must be provided within ten (10) business days after award.

16. **AFFIRMATIVE ACTION PLAN.** Contractor shall develop and implement an Affirmative Action Plan in compliance with Executive Order 11246 of September 24, 1965, as amended,<sup>2</sup> CDBG-DR and federal regulations for implementing the project, which is a series of forms and statements showing specific steps taken by Contractor to promote Equal Employment Opportunity and the utilization of area residents and businesses in the implementation of this Agreement. The Affirmative Action Plan must be submitted to USVIEDA and VIHFA.
17. **SAFETY.** Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to property, which may occur as a result of its performance of the Services.
18. **PROFESSIONAL STANDARDS.** Contractor will complete all work in a substantial and workmanlike manner according to standards and practices in the Contractor's trade and the work shall conform to all applicable codes and regulations which apply to the Services to be performed. Contractor shall warrant that its final work product shall be fit for the purposes for which it is intended.
19. **DEFECTIVE WORK.** The review of work shall not relieve Contractor of any of its obligations to fulfill the terms and conditions of this Agreement as herein prescribed. Defective work shall be made good, and unsuitable work product shall be rejected, notwithstanding that such work and materials have been previously overlooked by USVIEDA and accepted or paid for. If the Services or any part thereof shall be found defective at any time before the final acceptance of the whole Project, or the final payment therefor, USVIEDA shall ensure that Contractor shall forthwith make good such defect in a manner satisfactory to USVIEDA and VIHFA. Contractor shall correct, at its own expense, unsuitable work product with the new work product of satisfactory quality.
20. **CONTRACTOR'S REPRESENTATIONS.** Contractor warrants that it is fully informed regarding all the conditions affecting the Services to be done and labor and materials to be furnished for the completion of the Agreement. Contractor further represents that it is fully equipped, competent, and capable of performing the Services and is available to perform such Services.

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<sup>2</sup> See Executive Order 11246, as amended, U.S. Department of Labor, Office of Federal Contract Compliance Programs at <https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended>; see also EXHIBIT C: HUD Rider, ¶ 25.

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Contractor warrants that it is eligible to receive contract awards using federally appropriated funds and that it is not suspended or debarred from entering into contracts with any federal agency.

In the event Contractor misrepresents its eligibility to receive contract awards using federal funds, the Parties agree that Contractor shall not be entitled to payment for any work performed under this Agreement and that USVIEDA shall require Contractor to promptly reimburse any progress payments heretofore made.

Nevertheless, this provision does not discharge USVIEDA or VIHFA from their respective due diligence and undertaking their own independent search under the System for Award Management ("SAM") to determine Contractor's eligibility to receive contract awards using federal funds.

- 21. FALSE CLAIMS.** Contractor warrants that it shall not, with respect to this Agreement make or present any claim upon or against USVIEDA, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under U.S. Virgin Islands law, 14 V.I.C. § 843.

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

- 22. SETTLEMENT OF DISPUTES.** In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the Parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both Parties. If the Parties do not reach settlement within a period of 45 days, then either Party may, by notice to the other Party demand mediation. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction in the U.S. Virgin Islands.

To the full extent permitted by law, the Parties hereto each irrevocably and specifically waive all rights to a trial by jury in any action or counterclaim whether based upon contract, tort, equitable claims, local or federal statutes, common law or otherwise arising out of or relating to this Agreement. Lessee hereby consents to jurisdiction and venue in the U.S. Virgin Islands. Arbitration shall proceed as set forth below:

a. If either Party decides to arbitrate, it will notify the other Party in writing as promptly as possible, but in no case more than ten (10) business days after expiration of the 60-day mediation period.

b. The Party seeking arbitration shall, on behalf of both Parties, then submit a request to the AAA to furnish a list of five (5) impartial arbitrators. If both Parties agree that the list of



impartial arbitrators is unsatisfactory, the Parties may jointly request a second panel of arbitrators and make the selection. The Parties shall make every effort to select a single arbitrator by alternatively striking a name from the list provided. In the event any Party refuses to cooperate in this process of selection, the other Party may select any name from the list to serve as arbitrator.

c. Each Party shall designate its representatives during the arbitration process and notify the other Party of same. A Party may change its designated representatives at any time by giving notice to the other Party. It shall be the duty of the arbitrator within 30 days after receipt of notification that he or she is the arbitrator to announce a date for hearing after consultation with the Parties' designated representatives. The arbitrator shall have jurisdiction to interpret, apply or determine compliance with the provisions of the Agreement, local and federal law. The arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of the Agreement.

d. The arbitration will be conducted on St. Croix, U.S. Virgin Islands, or such other place in the U.S. Virgin Islands as designated by USVIEDA, in the English language, in accordance with the rules of procedure of the AAA. The award of the arbitration will be final and binding upon the Parties.

e. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees.

**23. WAIVER AND AMENDMENTS.** No waiver, modification or amendment or any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative 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 Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**24. TERMINATION.** The Parties will have the right to terminate this Agreement, for any reason, upon 30 days' written notice to the other Party specifying the date of termination.

USVIEDA may terminate this Agreement upon 10 days' written notice before the effective date of such termination if Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement.

**25. PARTIAL TERMINATION.** The performance of work under this Agreement may be terminated by USVIEDA, in part, whenever USVIEDA shall deem such termination advisable. This partial termination shall be effected by delivering to Contractor a Notice of Partial Termination specifying the extent to which the Term and/or duties under this Agreement are terminated and the date upon which such termination becomes effective.

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**26. DEFAULT.** USVIEDA may terminate this Agreement, in whole or in part, under Clauses 24 and 25 above if Contractor fails to:

- (i) Perform the services, including delivery services, within the time specified in this Agreement or any extension;
- (ii) Make progress, so as to endanger performance of this Agreement; or
- (iii) Perform any of the other provisions of this Agreement.

USVIEDA's right to terminate this Agreement under subdivisions (ii) and (iii) above, may be exercised if Contractor does not cure such failure within 10 days after receipt of written notice of default from USVIEDA specifying the failure.

If this Agreement is terminated while Contractor has possession of USVIEDA property or goods, Contractor shall, upon direction of USVIEDA, protect and preserve the property or goods until surrendered to USVIEDA or its agent. Contractor and USVIEDA shall agree on payment for the preservation and protection of property or goods.

**27. CONSEQUENCES OF TERMINATION.** Upon notice of termination of this Agreement for any reason, Contractor shall be entitled to receive payment for Services provided to the date of termination or to the date Contractor ceases Services, whichever occurs sooner. Contractor shall wind up Services which Consultant began prior to the date of notice of termination in an orderly and professional manner. Upon termination of this Agreement for any reason, Consultant shall within five (5) business days return to USVIEDA any USVIEDA property or goods including but not limited to documents or other materials in Contractor's possession. All materials and work product produced during the notice period shall be considered to be owned by USVIEDA upon final payment by USVIEDA.

The Parties further agree that:

(a) If Contractor fails to deliver the final work product within the time specified in EXHIBIT B of this Agreement, Contractor shall, in place of actual damages, pay to USVIEDA liquidated damages of Four Hundred Thirty-two Dollars (\$432.00) per calendar day of delay.

(b) If USVIEDA terminates this Agreement in whole or in part under the Default clause above, Contractor shall be liable for liquidated damages accruing until USVIEDA reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs to repurchase or retain services under the Termination clause.

(c) Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of Contractor as defined in Clause 26 (Default) of this Agreement.

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- 28. NON-CIRCUMVENTION.** The Parties hereto intend to introduce each other to individuals (including independent consultants and employees that are part of this proposed Project), entities, and/or opportunities who/which may represent to the Parties potential gain or benefit, directly or indirectly, now and/or in the future. The Parties hereto intend to be legally bound, and hereby irrevocably agree, and guarantee each other that they shall not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, bypass, or obviate each other's interests. In the event of circumvention by any of the undersigned Parties, whether direct and/or indirect, the circumvented Party may pursue available legal remedies utilizing the dispute resolution procedures set forth herein at Clause 22, and in no event shall any compensation arising therefrom exceed the maximum service the aggrieved Party should realize from such a transaction.
- 29. FORCE MAJEURE.** The Parties' performance under this Agreement shall be excused so long as the force majeure event prevents the performance of any obligation hereunder when such delay is occasioned by events or occurrences beyond their control, including but not limited to, acts of God, war or threat of war, government retaliation against foreign or domestic enemies, terrorism, governmental regulation, civil disorder, adverse governmental actions or conditions, epidemic, pandemic, recognized health threats as determined by the Centers for Disease Control and Prevention (CDC) or local health agency, disaster, fire, strikes either real or threatened curtailment of transportation facilities, or other similar cause beyond the control of the Parties (collectively, "Force Majeure"), making it from an economic, political, personal safety, or policy basis, illegal, inadvisable, or objectively impossible or commercially unreasonable to fulfill the terms of this Agreement. This Agreement may be terminated, and/or specific nonperformance or under-performance may be excused, without penalty or payment, except for those Services already provided, for any one or more of such reasons by written notice from the other Party.
- 30. GOVERNING LAW.** Contractor shall adhere to all applicable U.S. Virgin Islands and federal laws and regulations and shall conduct all necessary monitoring for such compliance.
- 31. FEDERAL REQUIREMENTS.** This Project may be financially supported, in whole or in part, by federal funds. Contractor shall be subject to all applicable laws and regulations of federal funds including as set forth herein at EXHIBIT C: HUD GENERAL PROVISIONS ("HUD RIDER").
- 32. ENTIRE AGREEMENT.** This Agreement and the incorporated documents and exhibits hereto constitute the entire agreement between the parties hereto and supersede all prior oral and written and contemporaneous oral negotiations, commitments and understandings. This Agreement cannot be modified, changed, or amended except in writing signed by both Parties.

- 33. INTERPRETATION.** Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. "Dollars" refer to the currency of the United States of America. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement and not to any particular provision hereof. References to "local" "territory" or "territorial" shall mean the U.S. Virgin Islands. Unless expressly provided otherwise, all references in this Agreement to days shall mean calendar, not business, days. The term "Contractor" shall be interpreted to also include all subcontractor tiers hired to provide Services under this Agreement.
- 34. PARAGRAPH HEADINGS.** The captions of the various articles and paragraphs of this Agreement are for reference purposes only, and are not intended to affect the scope, content, or intent of this Agreement or any part or parts thereof.
- 35. ASSIGNMENT.** This Agreement shall not be assignable without the written consent of USVIEDA.
- 36. INVALID PROVISION.** The invalidity or unenforceability of any particular provision, or part of any provision of this Agreement shall not affect the other provisions thereof, and the Agreement shall be construed in all respects as though such invalid or unenforceable provision was omitted.
- 37. SURVIVAL.** In addition to those provisions of the Agreement that, by their express terms, survive the termination or expiration of this Agreement, any provision which would, by its nature, survive the termination or expiration of this Agreement, shall do so.
- 38. NOTICE.** All notices to be given under this Agreement shall be in writing and shall be served by: (1) personal service; (2) upon confirmation of receipt when transmitted by e-mail (with the subject line "LEGAL NOTICE – VISION 2040" in all caps with delivery and read receipts), promptly followed by delivery by national courier or hand for delivery; or 3) by registered mail, return receipt requested, and such notice shall be mailed to the **Chief Executive Officer** and a courtesy copy mailed to **General Counsel**, unless otherwise directed in writing, at the following address:

**VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY**  
8000 Nisky Shopping Center, Suite 620, St. Thomas, VI 00802  
Attn: Wayne L. Biggs, Jr., Interim Chief Executive Officer  
[wbiggs@usvieda.org](mailto:wbiggs@usvieda.org)

**VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY**  
116 King St., Frederiksted, VI 00840  
Attn: Tracy Lynch Bhola, Esq., General Counsel  
[tbhola@usvieda.org](mailto:tbhola@usvieda.org)

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Any notice required to be given by USVIEDA pursuant to this Agreement shall be in writing and shall be served by: (1) personal service; (2) upon confirmation of receipt when transmitted by e-mail (with the subject line "LEGAL NOTICE – VISION 2040" in all caps with delivery and read receipts), promptly followed by delivery by national courier or hand for delivery; or 3) by registered mail, return receipt requested, and such notice shall be mailed to:

CAMOIN ASSOCIATES, INC.  
120 West Avenue, Suite 303  
Saratoga Springs, NY 12866

Attn: Robert Camoin, President & CEO  
Email: rcamoin@camoinassociates.com

**Courtesy Copy:**

Attn: Dan Gundersen, Project Principal  
Email: dan@camoinassociates.com

In a force majeure event, notice shall be permitted by email with delivery and read receipts and the subject line "LEGAL NOTICE – VISION 2040" in all caps.

**39. EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date specified in Clause 1 ("Term") above.

*Remainder of page intentionally left blank;  
signatures on following page.*

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have signed this Agreement.

**VIRGIN ISLANDS ECONOMIC DEVELOPMENT AUTHORITY:**

[Signature]  
**WAYNE L. BIGGS, JR.**  
Interim Chief Executive Officer

09.17.2020  
Date

Witness:

[Signature]  
Sign

Shanell Petersen  
Print

9/17/2020  
Date

**CAMOIN ASSOCIATES, INC.:**

[Signature]  
**ROBERT CAMOIN, CEcD**  
President & CEO

9/17/2020  
Date

Tax ID NO.: 14-1820807

Witness:

[Signature]  
Sign

Courtney Davis  
Print

9-17-2020  
Date

**ACKNOWLEDGMENT**

Connecticut  
State of ~~New York~~ )  
City/County of Suffield, Hartford ) ss:

Before me personally appeared Robert Camoin - only on behalf of **CAMOIN ASSOCIATES, INC.**, known to me, or satisfactorily proven to be the individual who executed the foregoing instrument for the purposes therein contained on behalf of said entity.

WITNESS my hand on this 17<sup>th</sup> day of September 2020.

[Signature]  
Notary Public  
Registration No.:  
Commission Expires: 8-31-2024



**COURTNEY DAVIS**  
NOTARY PUBLIC  
STATE OF CONNECTICUT<sup>14</sup>  
MY COMM. EXP. 08/31/2024

[Handwritten initials]

**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor shall provide the following essential Services:

- **Comprehensive and Robust Economic Intelligence.** Detailed data analysis on historic, current, and projected socioeconomic and industry trends affecting the U.S. Virgin Islands;
- **Competitive Positioning.** Economic strengths, weaknesses and market factors driving economic development in the U.S. Virgin Islands with identification of targeted industries and competitive analyses;
- **Meaningful Community Engagement.** Robust engagement of community members and stakeholders at all levels on each island to create collaborate approaches that build off existing strengths and partnerships;
- **Impactful Projects.** Alignment with existing strategies and identification of key redevelopment and new development projects for investment, with emphasis on incentive offerings and federal Opportunity Zones;
- **Outcome-Based Strategic Initiatives.** An economic development vision and strategy that seeks to diversify the U.S. Virgin Islands' tax base and ultimately foster opportunities for prosperity through prioritized, actionable items laid out in a performance-based Action Plan Matrix; and
- **Momentum.** Capacity to go from strategy to lead-generation and public relations campaigns to generate business prospects in identified strategic sectors.

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**EXHIBIT A**  
**SCOPE OF SERVICES (Continued)**

**PRINCIPLES TO GUIDE DEVELOPMENT OF THE VISION 2040**

1. Complement the U.S. Virgin Islands' redevelopment initiatives following Hurricanes Irma and Maria to help target resources to improve infrastructure and community development priorities;
2. Align with and contribute towards goals of increasing levels of per-capita income, private capital investment, population and job growth;
3. Promote an equitable quality of life and place for Island residents, with vibrant communities having affordable, diverse options for housing and accessible amenities;
4. Help create an environment where entrepreneurs of diverse backgrounds and incomes can start, grow and sustain businesses;
5. Improve the business climate, characterized on the front line by streamlined processes and business-friendly efforts;
6. Contribute to the fiscal sustainability of the Territory that includes targeted industries that diversify the economy and produce tax revenue generated as a result of economic growth with decreased need for public spending, particularly on social services;
7. Support efforts of public education and workforce development professionals to help prepare and retain graduates as permanent residents in local jobs, while encouraging expats to return to the Islands;
8. Build on the promise for healthy and enriched living, and as a top location to visit and conduct business;
9. Fill gaps in local economic development programming and target resources in order to support the growth and development of the entire U.S. Virgin Islands territory and leverages local collaboration and island resources to support services and initiatives;
10. Produce right-sized performance metrics to stay on track, along with management control and accountability measures to achieve maximum impact; and
11. Take full advantage of the capabilities and programs of USVIEDA and its allies and make recommendations for enhancements as appropriate.

*WES*  
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**EXHIBIT A**  
**SCOPE OF SERVICES (Continued)**

Vision 2040 shall incorporate factors that impact economic growth including but not limited to the following:

- ✓ Workforce
- ✓ Technology
- ✓ Quality of place (amenities, infrastructure, housing, recreation and culture, etc.)
- ✓ Regional collaboration and an integrated approach to economic development
- ✓ Solutions that are customer service driven – from daily administration, such as permitting and approval processes, to transparency and accountability in all other facets of decision making
- ✓ Adaptability rather than predictability
- ✓ Regional collaboration and engagement with diverse stakeholders and the public
- ✓ Design and implementation must be a team effort
- ✓ Marketing (both external and internal)
- ✓ Understanding and identification of what Vision 2040 can impact; accept the unexpected; and be resilient

ENGAGEMENT EVENTS/ACTIVITIES	NO.
Full Task Force Meetings	4
Working Group Meetings	5
Stakeholder Interviews	60
Focus Groups	3
Public Town Halls	6
Public Presentations	2
Business Survey	1
Resident Survey	4
Diaspora Engagement Events	2

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**EXHIBIT A**  
**SCOPE OF SERVICES (Continued)**

Contractor shall assist the U.S. Virgin Islands in creating a new strategy for economic development that will make positive differences in people's lives and the places in which they live and work. With the stated goals, Contractor shall articulate the unique value proposition for the U.S. Virgin Islands and initiate a dynamic, participatory planning process that seeks answers to questions such as:

**KEY QUESTIONS**

- 1 How does the Virgin Islands better leverage its vast known and hidden resources to ensure that more residents become employed and contribute to the well-being of the larger community?
- 2 What role will economic development partners and stakeholder organizations assume in making it happen?
- 3 How can economic development professionals, public and private sector leaders, be viewed as trusted catalysts for change and honest brokers for such private investment?
- 4 What industries could be attracted to the U.S. Virgin Islands to help diversify its economy?
- 5 How can St. Thomas, St. Croix, and St. John each have its own vision that complements an overarching U.S. Virgin Islands' vision for the future?
- 6 How can a unified coalition be forged from and embraced by multiple public and private stakeholders each of whom are doing their parts to nurture economic growth?
- 7 How can the U.S. Virgin Islands capitalize on Section 937 of the Internal Revenue Code and the federal Opportunity Zone program to attract needed investment and spur development that creates jobs and increases resident wealth?
- 8 How well have programmatic, policy-oriented efforts, and past financial support moved the needle for bringing about greater economic prosperity for all? What must change to bring about desired results?
- 9 How can the U.S. Virgin Islands get beyond traditional modes of thinking and operating that tend to protect turf and put up barriers—real and imagined—so that new voices are heard, transparency is assured, and bold and creative ways of thinking are introduced into the process?

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Vision 2040 must be action-oriented and focused on generating real results including but not limited to:

- ✓ Support for BUSINESS START-UPS
- ✓ Ideal conditions for HIGH GROWTH BUSINESSES
- ✓ Increased Foreign and Domestic INVESTMENT
- ✓ More Competitive COST OF DOING BUSINESS
- ✓ Increase in LIVABLE WAGES
- ✓ Separation from COMPETITORS
- ✓ Leveraging EDUCATION RESOURCES

#### OUTREACH STRATEGY: KEY GROUPS TO BE ENGAGED

- EDC and UVI Research and Technology Park ("RTPark") beneficiaries and their service providers (lawyers, accountants, etc.)
- USVI Realtors
- Small business owners
- Hotel and villa owners and others in the hospitality industry
- High school students and faculty
- University of the Virgin Islands students and faculty
- Health care workers
- Retirees
- USVI "expats" living Stateside and internationally
- Select government workers
- USVI legislators (including the Governor and the Delegate to Congress as well as senators)
- Other "residents" not included in any of the categories above

## PHASE 1 ENGAGEMENT & OUTREACH: GIVING THE PLAN DIRECTION

The first phase of community and stakeholder engagement and outreach is intended to get early input to identify critical issues and key opportunities that will help guide the planning process. A detailed Phase 1 engagement and outreach schedule and approach will be developed as part of the Community Engagement Plan that Contractor will work with the Task Force to develop as a high priority in the process.

- Task force meeting and Working Group Sessions
- Virtual Public Kickoff Presentation
- Four (4) Virtual Public Open Houses
- Online Resident Survey
- Business Survey
- Stakeholder Workshops (3)
- Stakeholder Interviews

Using the preceding analytics, entrepreneurial assessment, survey findings, engagement sessions, and discussion with USVIEDA partners, Contractor will identify strategies to leverage the economic development opportunities facing the Territory. Contractor will populate a list of Challenges and Opportunities, its version of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis, using findings from the preceding tasks. This will be built out into a larger Asset Inventory that will identify:

**EXHIBIT A**  
**SCOPE OF SERVICES (Continued)**

- Business development and private sector investments;
- Customer service and business environment;
- Economic development capacity;
- Innovation and entrepreneurship assets;
- Locational issues;
- Market position for residential, commercial and industrial opportunities;
- Outlook for infrastructure needs;
- Quality of life amenities;
- Sustainable businesses practices that will enhance local businesses' resiliency;
- Land use planning and zoning regulations as they apply to parcels of land identified as economic development opportunities;
- Local and regional partners necessary to accomplish economic development goals; and
- Workforce assets.

Contractor will identify assets critical to moving forward with economic development strategies that are resilient and implementable. At the same time, uncovering gaps will help draw attention to where additional resources can be dedicated to encouraging business development and private sector investment.

- Contractor will review current incentives, and rules related to economic development to inform the final strategy.
- Current business attraction marketing will be reviewed and compared to the assets of the community to ensure the key assets are highlighted and messaging is appropriate.

Contractor will also review funding commitments, investment processes, and resource allocation models at the island level. This will include:

- Reviewing current incentive grant, loan, and abatement programs and other investments in economic and community development and recommending specific options for the best use of those and other resources; and
- Assessing funding levels against comparative locations and proposing ways to finance future operations.

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**EXHIBIT A**  
**SCOPE OF SERVICES (Continued)**

**Targeted Competitive Industries of the Future**

Based on extensive research analysis completed as part of the research and analysis phase of the project, including comprehensive data analysis, focus groups, and interviews, Contractor shall identify the specific industry sectors with the greatest potential to be cultivated and sustained over the long term with a focus on the five (5) identified industry sectors. Analysis and identification of competitive industries of the future will go beyond examining existing industry strengths to provide a nuanced understanding of "hidden" industry opportunities yet to be discovered through the assessment of the following:

- Are within growing and/or emerging markets;
- Fit with regional talent and skills;
- Fit with regional supply chain characteristics;
- Are highly concentrated and/or competitive;
- Align with the community's infrastructure and development preferences;
- \* Can gain a competitive advantage by locating in the region;
- \* Have strong potential multiple and spillover effects;
- \* Have the capacity and potential for innovation; and
- \* Complement and enhance existing businesses.

Each of the identified targeted industry sectors will be profiled, using characteristics that include industry size and revenue, national growth rate, major employers, industry drivers, outlook, potential threats, and other key characteristics to help focus strategy recommendations and future economic development resources over the next 20-plus years.

**PHASE 1 DELIVERABLES:**

- ✓ A detailed project management plan; Community Engagement Awareness Strategy;
- ✓ The U.S. Virgin Islands Economic Base Assessment will help to identify regional competitive advantages and the most valuable opportunities for economic generation. We will synthesize key findings from data collection into an easily readable executive summary report that presents major themes from the analysis. Supporting documents will be included as appendices. We will devote project management calls and time during an in-person meeting to collect feedback on the report and subsequently update as necessary;
- ✓ Analysis of the entrepreneurial and innovation landscape;
- ✓ A Phase I Engagement and Outreach Report that summarizes key themes, issues, opportunities, and challenges. Raw public input data will be attached. This interim report will ultimately be included as an appendix to the final report;
- ✓ An Opportunities and Challenges Assessment with identified targeted competitive industries of the future. Contractor will present this on site, if practicable, during a designated meeting.

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**EXHIBIT A**  
**SCOPE OF SERVICES (Continued)**

Feedback from the project staff and partners will be incorporated into the final document. Contractor anticipates this being an iterative process with the Vision 2040 Task Force and that there will be several rounds of discussion before the Economic Asset Inventory is finalized;

- ✓ A Strategy Framework Memo that outlines principles, guidelines, and success factors necessary for the success of the plan;
- ✓ Detailed set of prioritized policy and legislative recommendations with a description of the purpose and need for each action; and
- ✓ A Draft Action Plan Matrix in table or spreadsheet format, to be used as an implementation tool to provide a clear path to “get things done” in the U.S. Virgin Islands. It will include details such as likely potential funding sources, performance measures, details on project partners and stakeholders, and the role of leaders and USVIEDA staff in advancing implementation of the Action Plan.

## **PHASE 2 ENGAGEMENT & OUTREACH: REFINING THE PLAN**

The second phase of engagement is designed to present a “work-in-progress” plan to residents and stakeholders to solicit input and feedback on the plan’s content and direction. These engagement activities will focus on showing on community input from the first engagement phase helped shape the plan. It will also provide residents a meaningful opportunity to help fine-tune the plan. It is anticipated that Phase 2 activities will include the following; however, we will work with the Task Force to determine the most appropriate engagement approach for this phase.

Phase 2 Virtual Open Houses (4)  
Stakeholder Workshops (3)  
Stakeholder Interviews and Focus Groups  
Task Force: Strategy Refinement Workshop (3)

Based on USVIEDA and Task Force advisement, Contractor will incorporate revisions into an updated action plan matrix. Contractor will develop and include specific policy recommendations for executive and legislative consideration. A concise executive summary will be prepared that will serve an important role in communicating the plan’s findings, priorities, and goals for the next five (5) years.

### **PHASE 2 DELIVERABLES:**

- ✓ Revised Action Plan Matrix; and
- ✓ Final Draft Economic Development Strategic Plan, Executive Summary, and Action Plan Matrix.
- ✓ Contractor will conduct an internal presentation of the plan to USVIEDA.

- ✓ **Public Speaking Documents:** A draft plan synopsis will be provided by Contractor to USVIEDA prior to December 31, 2020. This deliverable will include a summary of the Vision 2040 work completed to date and will include key research findings, public engagement and outreach themes, key opportunities and challenges, and goals and focus areas of the Plan. This deliverable will include prepared talking points and a 2-page summary document suitable for public release.

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**EXHIBIT A**  
**SCOPE OF SERVICES (Continued)**

### **PHASE 3 ENGAGEMENT & OUTREACH: REFINING THE PLAN**

The third and final phase of engagement and outreach is intended to create an understanding of the plan and build excitement and momentum through a roll-out campaign. Contractor anticipates that the activities in this phase will include the following:

- ✓ **Briefing Presentation:** Contractor will conduct an internal presentation of the plan to an audience of USVIEDA's choosing prior to the public launch of the plan.
- ✓ **Final Public Presentation:** Contractor will host a virtual public presentation to share the final plan. This session will include an opportunity for participants to submit questions to a moderator who will facilitate a discussion with project team members.
- ✓ **Roll-Out Campaign:** Contractor will undertake a campaign to raise awareness of the final plan, similar to the marketing outreach efforts conducted earlier in the plan. This will be targeted to specific audiences, such as residents, business owners, visitors, etc. Additional materials will be developed as part of this process such as one-page brochures, infographics, web graphics, and others.

#### **PHASE 3 DELIVERABLE:**

- ✓ Final Presentation Document and Recorded Presentation; Plan Marketing Materials

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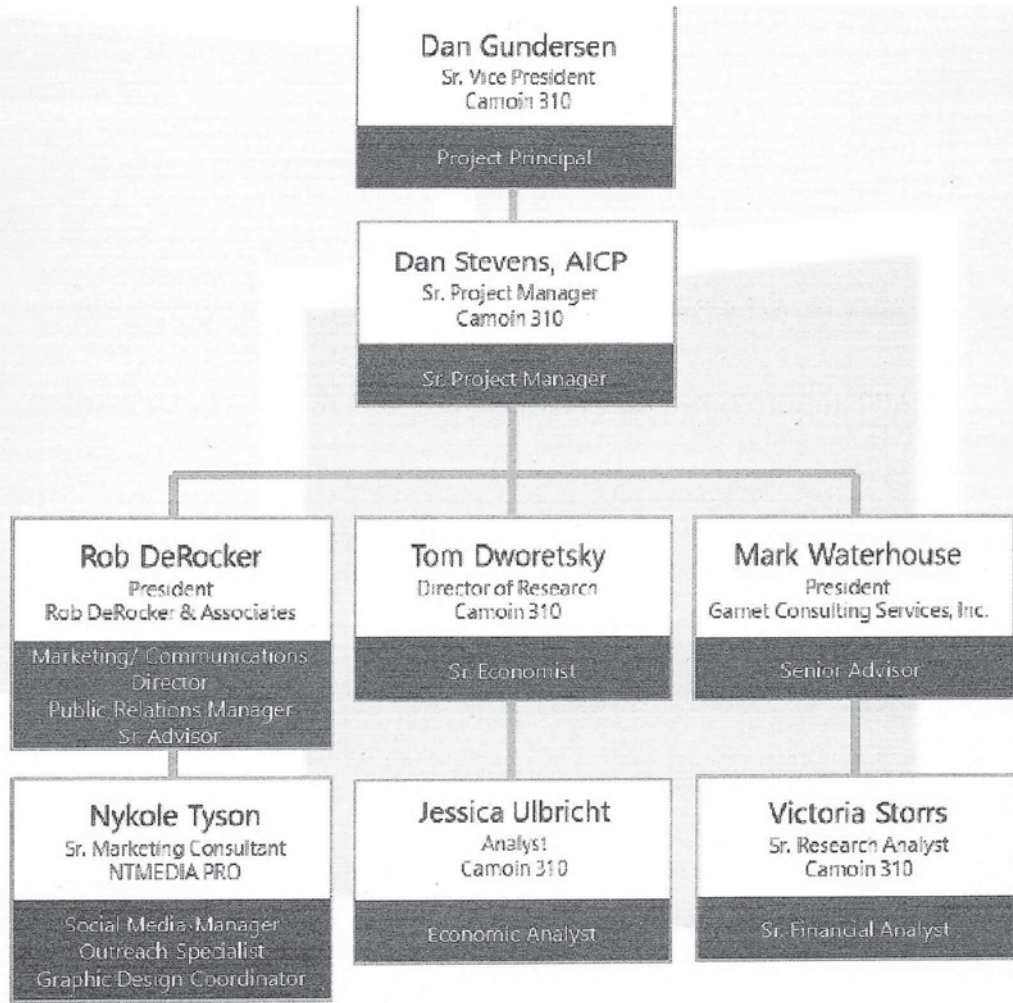




**EXHIBIT A**  
**SCOPE OF SERVICES (Continued)**

**Team:** Contractor's team will primarily be comprised of the following eight (8) key personnel:

**CONTRACTOR'S VISION 2040 PROJECT TEAM ORGANIZATIONAL CHART**



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**EXHIBIT A**  
**SCOPE OF SERVICES (Continued)**

<b>KEY PERSONNEL AND ROLES OVERVIEW</b>		
Principal/Partner	<b>Dan Gundersen</b> <i>Sr. Vice President Camoin 310</i>	Dan will oversee this effort and will be intensively involved in all aspects of the process, including providing on-island coordination for key portions of the project.
Senior Project Manager and IT Technical Support	<b>Dan Stevens, AICP</b> <i>Sr. Project Manager Camoin 310</i>	Dan Stevens is one of Contractor's most experienced project managers and will manage client communications, logistics, scheduling, and manage other project management duties.  Dan, as part of his project management role, will coordinate any and all IT technical support needs – including engaging the firm's on-call IT Consultant.
Senior Financial Analyst	<b>Victoria Storrs</b> <i>Finance Development Team Leader Camoin 310</i>	Victoria has spent a large portion of her career in the financial sector and will lead all financial analysis activities.
Senior Technical Writer/ Editor and Public Relations Manager and Marketing/ Communications Director	<b>Rob DeRocker</b> <i>President Rob DeRocker &amp; Associates</i>	Rob will manage all aspects of the outreach, communications, and assembly of deliverables – including providing technical writing and editing services.  Rob will also serve as public relations manager to maintain a single communications coordinator for the project.  Rob will serve as the marketing and communications director as part of his oversight of all marketing and communication aspects of the process.
Senior Economist	<b>Tom Dworetzky</b> <i>Director of Research Camoin 310</i>  <b>Mark Waterhouse</b> <i>Senior Advisor, Camoin 310</i>  <b>Jessica Ulbricht</b> <i>Analyst, Camoin 310</i>	Tom, Mark, and Jessica will collectively fulfill the Senior Economist role with Mark providing senior level advisory and strategic planning services. Tom will oversee economic and data analysis activities with analyst support from Jessica.
Graphic Designer and Social Media Manager	<b>Nykole Tyson</b> <i>Senior Marketing Consultant, NT Media Productions</i>	Nykole will coordinate graphic design services along with Rob, utilizing locally owned design businesses throughout the process.  Nykole will directly manage social media including providing regular updates on the process.

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ST. CROIX 116 King Street, Frederiksted, VI 00840  
 (340) 773-6499 FAX (340) 773-7701

ST. THOMAS 8000 Nisky Shopping Center, Suite 620, St. Thomas, VI 00802  
 (340) 714-1700 FAX (340) 777-1103

**EXHIBIT B  
 BUDGET & SCHEDULE**

Provided Services are rendered as set forth herein, Contractor shall be compensated a fixed fee (inclusive of all expenses) of Four Hundred Thirty-one Thousand Nine Hundred Ninety-five Dollars (\$431,995.00), which shall be invoiced monthly to USVIEDA (within five (5) business days of the close of the month) for the work completed through the end of the billing period based on the hourly rates and fees set forth below. After review of the invoice within five (5) business days of submission to USVIEDA, each approved invoice shall be paid within 10 days of the approval date or shall accrue interest at a rate of nine percent (9%) per annum.

BUDGET									
TASKS	CAMOIN 310 ASSOCIATES					DeRocker & Associates	NTMEDIA PRO	FEE BY TASK (\$)	
	DCG	DS	TD/VS	JU	MW	RD			
1	Project Launch	24	30	5	4	12	12	12	18,785
2	Economic Base Assessment	20	16	50	100	5	5	0	29,230
3	Innovation and Entrepreneurial Asset Inventory	16	18	20	40	5	5	0	16,890
4	Phase 1 Engagement & Outreach	36	50	5	20	28	45	100	47,825
5	Opportunities & Challenges Assessment	36	24	64	8	24	24	0	34,060
6	Strategy Framework	36	24	18	8	4	22	0	22,530
7	Administrative, Legislative, & Policy Review	50	18	40	30	6	20	0	31,390
8	Strategy Development	60	40	16	12	6	40	0	35,760
9	Phase 2 Engagement & Outreach (Plan Refinement)	60	65	8	24	40	68	80	62,175
10	Vision 2040 Plan & Implementation Strategy	20	80	20	16	22	22	80	41,640
11	Phase 3 Engagement & Outreach	20	30	0	4	12	28	76	28,110
Subtotal of hours per person		378	395	246	266	164	291	348	
Rate per hour (\$)		275	155	155	115	200	200	125	
Subtotal of fee (\$)		103,950	61,225	38,130	30,590	32,800	58,200	43,500*	
Staffing Key		Title		Total Professional Services Fee		368,395			
DCG	Dan Gundersen, FM, HLM	Project Principal		Total Expenses Fee		63,600			
DS	Dan Stevens	Project Manager		Total Project Fee		431,995			
TD	Tom Dworetzky, AICP	Economic Advisor		Additional Virtual or Task Force Meetings		2,500 Each			
VS	Victoria Storrs	Economic Advisor		Expenses Summary		Travel & Lodging Expenses (3 two-week visits for 4 team members)			
JU	Jessica Ulbricht	Analyst		63,600					
MW	Mark Waterhouse, CEcD, FM, HLM	Senior Advisor							
RD	Rob DeRocker	Senior Advisor							

\* NT Media Productions' total fee includes some paid media placement. Total hours and hourly rate shown are estimated and subject to change, but not to exceed \$43,500.00 without prior approval by USVIEDA. Professional service hourly rate not to exceed \$175/hour.

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**PROFESSIONAL SERVICES AGREEMENT  
CAMOIN ASSOCIATES, INC.**

**EXHIBIT B  
BUDGET & SCHEDULE (Continued)**

Contractor will mobilize the resources, staff, and partners necessary to achieve this accelerated timeframe. Contractor will provide a complete draft of the full Vision 2040 work product within five (5) months of the date of contract execution. A draft interim "synopsis" deliverable will be provided by Contractor to USVIEDA prior to December 31, 2020. This deliverable will include a summary of the Vision 2040 work completed to date and will likely include key research findings, public engagement and outreach themes, key opportunities and challenges, and goals and focus areas of the Plan. This deliverable will include prepared talking points and a 2-page summary document suitable for public release. In-person site visits by Contractor will be made at Contractor's discretion given current health and travel restrictions and weather-related events.

**SCHEDULE**

Tasks	Month				
	1	2	3	4	5
1. Project Launch	—				
2. Economic Base Assessment	—				
3. Innovation and Entrepreneurial Asset Inventory	—				
4. Phase 1 Engagement & Outreach	—				
5. Opportunities & Challenges Assessment		—			
6. Strategy Framework		—			
7. Administrative, Legislative, & Policy Review		—			
8. Strategy Development			—		
9. Phase 2 Engagement & Outreach (Plan Refinement)				—	
10. Vision 2040 Plan & Implementation Strategy				—	
11. Phase 3 Engagement & Outreach					—

*Handwritten initials/signature*



UNITED STATES VIRGIN ISLANDS  
Economic Development Authority www.USVIEDA.org

**PROFESSIONAL SERVICES AGREEMENT**  
**CAMOIN ASSOCIATES, INC.**

**EXHIBIT C**  
**HUD GENERAL PROVISIONS ("HUD RIDER")**

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD"). In addition, Contractor/Subcontractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE

Contractor/Subcontractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2017 (Pub. L. 115-56) and the Bipartisan Budget Act of 2018 ("BBA"), (Pub. L. 115-123), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS

USVIEDA reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where Contractor or any of its subcontractors violate or breach any contract term. If Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. REPORTING REQUIREMENTS

Contractor/Subcontractor shall complete and submit all reports, in such form and according to such schedule, as may be required by USVIEDA. Contractor/Subcontractor shall cooperate with all USVIEDA efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

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**PROFESSIONAL SERVICES AGREEMENT**  
**CAMOIN ASSOCIATES, INC.**

5. ACCESS TO RECORDS

The U.S. Virgin Islands, USVIEDA and/or Virgin Islands Housing Finance Authority ("VIHFA"), the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subcontractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records connected with this contract will be maintained in a central location and will be maintained for a period of at least three (3) years following the date of final payment and close-out of all pending matters related to this contract.

7. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractor/Subcontractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include but are not limited to:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting

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**PROFESSIONAL SERVICES AGREEMENT**  
**CAMOIN ASSOCIATES, INC.**

invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

9. ENERGY EFFICIENCY

Contractor/Subcontractor shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Contractor/Subcontractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Contractor/Subcontractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

12. SECTION 504 OF THE REHABILITATION ACT OF 1973

Contractor/Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 94), as amended, and any applicable regulations.

Contractor/Subcontractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from HUD.

13. AGE DISCRIMINATION ACT OF 1975

Contractor/Subcontractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.



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14. DEBARMENT, SUSPENSION, AND INELIGIBILITY

Contractor/Subcontractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs subject to 2 C.F.R. Part 2424.

15. CONFLICTS OF INTEREST

Contractor/Subcontractor shall notify USVIEDA as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). Contractor/Subcontractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. Contractor/Subcontractor shall provide USVIEDA any additional information necessary for USVIEDA to fully assess and address such actual or potential conflict of interest. Contractor/Subcontractor shall accept any reasonable conflict mitigation strategy employed by USVIEDA, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

16. SUBCONTRACTING

When subcontracting, Contractor/Subcontractor shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business;
- b. Requiring unnecessary experience and excessive bonding;
- c. Noncompetitive pricing practices between firms or between affiliated companies;
- d. Noncompetitive awards to consultants that are on retainer contracts;
- e. Organizational conflicts of interest;
- f. Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement; and
- g. Any arbitrary action in the procurement process.

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Contractor/Subcontractor represents to USVIEDA that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

Contractor shall include these HUD General Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

17. ASSIGNABILITY

Contractor/Subcontractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of USVIEDA.

18. INDEMNIFICATION

Contractor/Subcontractor shall indemnify, defend, and hold harmless USVIEDA, VIHFA and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of Contractor/Subcontractor in the performance of the services called for in the contract.

19. COPELAND "ANTI-KICKBACK" ACT

(Applicable to all construction or repair contracts)

Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers)

Contractor/Subcontractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

21. DAVIS-BACON ACT

(Applicable to construction contracts exceeding \$2,000 when required by Federal program legislation)

Contractor/Subcontractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

22. TERMINATION FOR CAUSE

(Applicable to contracts exceeding \$10,000)

If, through any cause, Contractor/Subcontractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if Contractor/Subcontractor shall violate any of the covenants, agreements, or stipulations of this contract, USVIEDA shall thereupon have the right to terminate this contract by giving written notice to Contractor/Subcontractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Contractor/Subcontractor under this contract shall, at the option of USVIEDA, become USVIEDA's property and Contractor/Subcontractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, Contractor/Subcontractor shall not be relieved of liability to USVIEDA for damages sustained by USVIEDA by virtue of any breach of the contract by Contractor/Subcontractor, and USVIEDA may withhold any payments to Contractor/Subcontractor for the purpose of set-off until such time as the exact amount of damages due to USVIEDA from Subcontractor is determined.

23. TERMINATION FOR CONVENIENCE

(Applicable to contracts exceeding \$10,000)

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USVIEDA may terminate this contract at any time by giving at least 30 days' notice in writing to Contractor/Subcontractor. If the contract is terminated by USVIEDA as provided herein, Contractor/Subcontractor will be paid for the time provided and expenses incurred up to the termination date.

24. SECTION 503 OF THE REHABILITATION ACT OF 1973

(Applicable to contracts exceeding \$10,000)

Contractor/Subcontractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers With Disabilities

A. Contractor/Subcontractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Contractor/Subcontractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by Subcontractor;
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by Contractor including social or recreational programs; and

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- ix. Any other term, condition, or privilege of employment.
- B. Contractor/Subcontractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of Contractor/Subcontractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. Contractor/Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as Contractor's/Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. Contractor/Subcontractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., Contractor/Subcontractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. Contractor/Subcontractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor/Subcontractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. Contractor/Subcontractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. EXECUTIVE ORDER 11246

(Applicable to construction contracts and subcontracts exceeding \$10,000)

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Contractor/Subcontractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this contract, Contractor/Subcontractor agrees as follows:

- A. Contractor/Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Subcontractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. Contractor/Subcontractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. Contractor/Subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractor/Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor/Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. Contractor/Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. Contractor/Subcontractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- F. Contractor/Subcontractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to

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books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- G. In the event of Contractor's/Subcontractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and Contractor/Subcontractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- H. Contractor/Subcontractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such contractor/subcontractor. Contractor/Subcontractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Contractor/Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

**26. CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to construction contracts exceeding \$10,000)

Contractor/Subcontractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. Contractor/Subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are

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segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to contracts exceeding \$100,000)

Contractor and all its subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*, and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Parts 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by Contractor/Subcontractor, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by Subcontractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

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- D. Agreement by Contractor that it will include, or cause to be included, the criteria and requirements in paragraph (A) through (D) of this section in every nonexempt subcontract and requiring that Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. LOBBYING

(Applicable to contracts exceeding \$100,000)

Contractor/Subcontractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor/Subcontractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor/Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

29. BONDING REQUIREMENTS

(Applicable to construction and facility improvement contracts exceeding \$100,000)

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Contractor/Subcontractor shall comply with USVIEDA bonding requirements, unless they have not been approved by HUD, in which case Contractor/Subcontractor shall comply with the following minimum bonding requirements:

- (1) *A bid guarantee from each bidder equivalent to five percent of the bid price.* The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) *A performance bond on the part of Contractor/Subcontractor for one hundred percent (100%) of the contract price.* A "performance bond" is one executed in connection with a contract to secure fulfillment of all Contractor's/Subcontractor's obligations under such contract.
- (3) *A payment bond on the part of Contractor/Subcontractor for one hundred percent (100%) of the contract price.* A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

(As required by applicable thresholds)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. Contractor/Subcontractor agrees to send to each labor organization or representative of workers with which Contractor/Subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and

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training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. *Contractor* agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. Contractor will not subcontract with any subcontractor where the subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. *Contractor/Subcontractor* will certify that any vacant employment positions, including training positions, that are filled: (1) after *Contractor/Subcontractor* is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent *Contractor/Subcontractor's* obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

31. FAIR HOUSING ACT

*Contractor/Subcontractor* shall comply with the provisions of the Fair Housing Act of 1968 as amended, which prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.



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**32. Federal Funding Accountability and Transparency Act (FFATA)**

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), as amended, was signed with the intent of reducing wasteful government spending and providing citizens with the ability to hold the government accountable for spending decisions. 2 C.F.R. Part 170 outlines the requirements of recipients' in reporting information on subawards and executive total compensation under FFATA legislation. Any non-Federal entity that receives or administers Federal financial assistance in the form of: grants, loans, loan guarantees, subsidies, insurance, food commodities, direct appropriations, assessed and voluntary contributions; and/or other financial assistance transactions that authorize the non-Federal entities' expenditure of Federal fund, is subject to these requirements.

Prime contract awardees and prime grant awardees are required to report against subcontracts and subgrants awarded in the FFATA Subaward Reporting System (FSRS), the reporting tool for Federal prime awardees. This information reported will then be displayed on a public and searchable website: [www.USASpending.gov](http://www.USASpending.gov).

**33. PROCUREMENT**

The Uniform Guidance procurement requirements (2 C.F.R. Part 200, Subpart D) went into effect on July 1, 2018. These requirements are applicable to CDBG-DR funded projects, or as provided by 83 Federal Register 5844 VI A(1)(b)(2) permits a state grantee to elect to follow its own procurement policy. These policies and procedures ensure that Federal dollars are spent fairly and encourage open competition at the best level of service and price.

**34. CHANGE ORDERS TO CONTRACTS**

Change orders are issued when the initial agreed upon pricing or work to be completed requires modification. First, Contractor must complete a Change Order Request Form. This form and supporting documentation must be delivered to the Project Manager for review. Each change order must have a cost analysis. Once the Project Manager approves the change order, it is returned to Contractor for execution. Change orders are only invoiced on the final draw and categorized as "change order." The amount listed on the invoice must match the previously approved amount and must be cost reasonable. The Project Manager is responsible for verifying cost reasonableness. Verification documentation for cost reasonableness becomes an attachment to the change order.

**35. ENVIRONMENTAL REVIEW**

Every project undertaken with Federal funds, and all activities related to that project, is subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the HUD environmental review regulations at 24 C.F.R. Part 58 - ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES.



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The primary purpose of this Act is to protect and enhance the quality of our natural environment. The HUD environmental review process must be completed before any Federal funds can be accessed for program-eligible activities.

The primary objectives of the HUD environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. The HUD environmental review is designed to produce program specific environmental review procedures in a program that can vary greatly in terms of scope of work.

36. LEAD BASED PAINT

All housing units assisted using CDBG-DR funds must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35- LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES.

37. ENVIRONMENT REVIEW RECORD

The Environmental Officer is responsible for maintaining a written record of the environmental review process. The ERR for all programs contains all the governmental review documents, public notices and written determinations or environmental findings required by 24 C.F.R. Part 58- ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES as evidence of review, decision making and actions pertaining to a project of a recipient.

38. FLOOD INSURANCE REQUIREMENTS

Grantees and subrecipients of Federal funding must ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605- NATIONAL FLOOD INSURANCE PROGRAM and 24 C.F.R. § 570.202- ELIGIBLE REHABILITATION AND PRESERVATION ACTIVITIES.

39. DUPLICATION OF BENEFITS

CDBG-DR funding intends to address the unmet needs of a community. The funds are supplemental to primary forms of assistance, including private insurance and FEMA funds. To avoid duplicative assistance and potential de-obligation of funding, Subrecipient must utilize all possible funding sources before applying CDBG-DR dollars to a project. CDBG-DR programs are typically implemented after temporary disaster assistance programs, such as FEMA Individual Assistance which are not intended to make someone whole. The Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. § 5121 *et seq.*, established the requirements for Duplication of Benefits (DOB) analysis.

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40. ANTI-FRAUD, WASTE and ABUSE CHECKS

The Anti-Fraud, Waste and Abuse (AFWA) check is designed to identify discrepancies and risk-relevant issues in Applicant-provided information that may be indicative of fraud, waste, and/or abuse.

41. AFFIRMATIVELY FURTHERING FAIR HOUSING

The Fair Housing Act of 1968, as amended, 42 U.S.C. § 3601, *et seq.*, dictates that grantees are required to administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Per the regulations of 24 C.F.R. § 570.601 and in accordance with Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5301 *et seq.*, for each community receiving a grant under Subpart D of this Part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's Assessment of Fair Housing (AFH) plan, conducted in accordance with the requirements of 24 C.F.R. §§ 5.150-5.180 (Affirmatively Furthering Fair Housing) and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

42. DRUG FREE WORKPLACE

The Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 81, as implemented by 24 C.F.R. Part 24 Subpart F, §§ 983.251-983.262, requires that any grantee other than an individual must certify that it will provide a drug-free workplace. Any grantee found in violation of the requirements of this act may be subject to suspension of payments under the grant, suspension or termination of the grant or suspension or debarment of the grantee.

43. TIMELY DISTRIBUTION OF FUNDS

The Supplemental Appropriations for Disaster Relief Requirements, 2017 (Pub. L. 115-56), approved September 8, 2017 (Appropriations Act), as amended, requires that funds provided under the Act be expended within two (2) years of the date that HUD obligates funds to a grantee unless otherwise authorized via waiver of this requirement by the Office of Management and Budget (OMB). The OMB waived the two (2) year expenditure requirement under 83 FR 40314; however, the provision to expend one hundred percent (100%) of the total allocation of CDBG-DR funds on eligible activities within six (6) years of HUD's initial obligation of funds remains in effect. The six (6) year expenditure period commences with the initial obligation of funds provided under 83 F.R. 5844. Additionally, per 83 F.R. 5844, the provisions at 24 C.F.R. § 570.494 and 24 C.F.R. § 570.902, regarding timely distribution and expenditure of funds, are waived and an alternative requirement was established. Furthermore, consistent with 31 U.S.C § 1555 and OMB Circular No. A-11 (2017), if the Secretary of HUD or the President of the United States determines that the

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purposes for which the appropriation was made have been carried out and no disbursement has been made against the appropriation for two (2) consecutive fiscal years, any remaining unobligated balance shall be canceled and will be made unavailable for obligation or expenditure for any purpose.

**44. PROPERTY MANAGEMENT AND DISTRIBUTION**

Regulations governing property management and distribution of real property, equipment, financial obligations and return of un-obligated cash post program closeout can be found in 24 C.F.R. § 570.506, 2 C.F.R. § 200.310, 2 C.F.R. § 200.343 and 2 C.F.R. § 200.344(b). The standards of 24 C.F.R. § 570.506 apply to any real property under a CDBG award recipient's control acquired in whole or in part with CDBG funds in excess of \$25,000.00. The recipient may not change the use or planned use of the property without proper notification to affected citizens and allowable time for comment by them. If the property is not a building for general government conduct, the use of the property may be changed with citizen approval if it either meets one of the national objectives as defined in 24 C.F.R. § 570.208 or if not, the recipient may either retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property. Following such reimbursement, the property will no longer be subject to any CDBG requirements.

**45. LIMITED ENGLISH PROFICIENCY**

Executive Order No. 13166, signed on August 11, 2000, requires programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency ("LEP") and/or deaf/hard of hearing. Fair access is ensured through the implementation of a Language Assistance Plan ("LAP"), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Vital documents are defined as depending on the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

**46. PERSONALLY IDENTIFIABLE INFORMATION**

In accordance with 2 C.F.R. § 200.303, regarding internal controls of a non-Federal entity, a grantee must guarantee the protection of all Personally Identifiable Information ("PII") obtained. The program will enact necessary measures to ensure PII of all applicants is safeguarded as to avoid release of private information. If a contractor or employee should experience any loss or potential loss of PII, the program shall be notified immediately of the breach or potential breach.

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47. UNIFORM RELOCATION ACT

CDBG-DR funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 ("URA" or "Uniform Act"), as amended. Title 49 C.F.R. Part 24 requires relocation assistance for lower-income individuals displaced as a result of the demolition or conversion of a lower-income dwelling and requires one-for-one replacement of lower-income units demolished or converted to other uses.

48. RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Per Section 104(d) of the Housing and Community Development Act of 1974 § 42.325:

(a) Certification.

(1) As part of its consolidated plan under 24 C.F.R. Part 91, the recipient must certify that it has in effect and is following a residential anti-displacement and relocation assistance plan.

(2) A unit of general local government receiving funds from the State must certify to the State that it has in effect and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of assisted activities. The State may require the unit of general local government to follow the State's plan or permit it to develop its own plan. A unit of general local government that develops its own plan must adopt the plan and make it public.

(b) Plan contents.

(1) The plan shall indicate the steps that will be taken consistent with other goals and objectives of the program, as provided in Parts 92 and 570 of this title, to minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities.

(2) The plan shall provide for relocation assistance in accordance with § 42.350.

(3) The plan shall provide one-for-one replacement units to the extent required by § 42.375.

49. COMPLAINTS AND APPEALS

Complaints regarding fraud, waste, or abuse of government funds shall be addressed to the HUD Office of Inspector General Fraud Hotline by phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov).

50. MONITORING

As per CDBG regulation, 24 C.F.R. § 570.501(b), grantees of CDBG-DR funds are responsible for carrying out their programs to meet compliance with CDBG Program, statutory and

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regulatory requirements, including monitoring their project administrators, contractors and subcontractors. As such, throughout the application, planning, design, and implementation phase of the program, VIHFA will conduct internal monitoring of processes, procedures, policy, applications, planning, design, construction, and other applicable phases.

51. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a U.S. Virgin Islands agency or agency of a political subdivision of the U.S. Virgin Islands and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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