

VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
ST. THOMAS, U.S. VIRGIN ISLANDS 00804-1450



**CONTRACT BETWEEN THE VIRGIN ISLANDS WATER AND POWER AUTHORITY
AND ROBERT HALF INC.**

SC-10-25

The following Contract is a properly negotiated agreement between all parties involved. Any marks, changes, whiteout, or deletions, without the express written authorization from all parties involved, shall make this contract null and void.

This Contract is entered into this 1st day of December 2024, by and between the Virgin Islands Water and Power Authority (hereinafter the “Authority”), located at mailing address Post Office Box 1450, St. Thomas, U.S. Virgin Islands 00804, and ROBERT HALF INC., through its management resources contract talent practice group (hereinafter the “Contractor”), located at 1180 W. Peachtree St. NW, Ste. 400, Atlanta, GA 30309, to assign professionals to assist with preparation of the Single Audit spanning fiscal years (“FY”) 2021, FY2022, FY2023 and FY2024. The Authority and the Contractor shall jointly be referred to as the “Parties”.

WITNESSETH

In consideration of the mutual promises, covenants, and conditions contained herein the Parties hereto, intending to be legally bound, hereby agree as follows:

1. SCOPE OF WORK: The Contractor is responsible for the Scope of Work (hereinafter the “Work”) which, upon notification from the Authority, The Contractor shall assist with preparation of the Single Audit. Contractor’s services include, but are not limited to:

- a. Preparation for Single Audit
- b. Review reconciliations and analyses that will be provided to the Auditors for the Single Audit
- c. Coordination with Auditors
- d. Other tasks needed to provide responses to the Auditors request for information

The Work shall be performed in accordance with the requirements contained in the following documents:

- i. The Authority’s Professional General Contract Terms with Federal Requirements, as revised, and the Authority’s Basic Insurance Requirement dated March 14, 2019, attached hereto and incorporated by reference herein as Appendix “A”; and
- ii. The Contractor’s Proposal dated November 24, 2024, incorporated by reference herein as Exhibit “B”.

2. TERM: This Contract shall take effect in accordance with the commencement date as agreed upon by the Parties and contained in the written Notice to Proceed (hereinafter “Effective Date”). Once the ‘Scope of Work’ has commenced based on the dates included in the Notice to Proceed, the work shall not surpass the effective termination date of the contract, which is twelve (12) months from the effective date in the Notice to Proceed.

3. CONSIDERATION: In Consideration of the Contractor’s performance of the Work, the Authority shall pay the Contractor in accordance with the monthly rate agreed to by the Parties, in a total amount Not to Exceed **Six Hundred Nineteen Thousand Two Hundred Dollars and Zero Cents (\$619,200.00)**. Notwithstanding anything to the contrary in this Agreement,

Contractor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Contractor continued to provide services after the Not-to-Exceed Amount was reached).

The Consideration shall be based upon the rates outlined in the Contractor's Proposal, dated November 24, 2024, identified as Exhibit "B" and in accordance with Sections 11 and 12 of The Authority's Professional General Contract Terms with Federal Requirements. Payment of any taxes (except applicable sales and service tax), duties, customs, excise or other fees shall be the sole responsibility of the Contractor. The Authority shall not be responsible in any way for any taxes, customs, duties, excise or other fees except applicable sales and service taxes.

4.TERMS OF PAYMENT: All invoices shall be submitted electronically to the Project Manager monthly. Invoices should also be submitted to the Grants Management Department at grantsmanagement@viwapa.vi and to the Accounts Payable Department at accountspayable@viwapa.vi. All invoices will be based upon thirty (30) days payment terms of approval of the invoices. Payments shall be made after review and approval by the Authority's Project Manager accordance with the below payment schedule:

- a. **Mobilization/Retention** - \$51, 600.00, to be remitted within the first week of commencement and applied against the final monthly payment;
- b. **Monthly Payments** - Thereafter, payments shall be fixed at \$51,600.00 per month;
- c. **Payment Approvals** - The Authority agrees to pay all undisputed invoiced amounts in accordance with the terms of this Agreement; and
- d. **TOTAL CONSIDERATION SHALL NOT EXCEED \$619,200.00**

5. RELIANCE: The Contractor's representations of its ability to assign skilled and competent personnel are a substantial and material condition of this Contract. The Contractor

agrees, or is otherwise aware, that the Authority shall rely on all the representations in its correspondence as incorporated in its submitted document attached hereto as Exhibit "B". Notwithstanding anything to the contrary in this Agreement, Authority is ultimately responsible for determining whether the assigned personnel is competent and performing the Work according to Authority's standards

6. . [RESERVED]

7. INDEMNIFICATION: If the Authority is entitled to defense and indemnification under this Agreement and the Contractor fails, after notice and reasonable opportunity, to assume the defense of such claim, the Authority may at the expense of the Contractor contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim and Contractor shall upon demand promptly reimburse the Authority for all defense and settlement costs. .

8. [RESERVED].

9. [RESERVED]

10. DESIGNATED PERSONNEL: The Parties reserve the right to designate personnel to provide information and to coordinate the Work between the Parties.

The Authority designates the following individual in the following capacity:

Lorraine Kelly
Project Manager
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804-1450
(340) 774-3552, ext. 2059
lorraine.kelly@viwapa.vi

The Contractor designates the following individual in the following capacity:

James Taylor
Sr. Regional Director
Robert Half Inc.
1180 W. Peachtree St. NW, Suite 400
(843) 371-1566
james.taylor@roberthalf.com

11. PROFESSIONAL STANDARDS: The Contractor shall observe and maintain the professional standards and good practices applicable to its profession and to contractors doing business in the U.S. Virgin Islands.

12. LIABILITY OF OTHERS: Nothing in this Contract shall be construed to impose any liability against the Authority to persons, firms, associations, or corporations engaged by the Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations, and taxes of Contractor of whatsoever nature, including but not limited to employment insurance and social security taxes for Contractor, its servants, agents, employees, or independent contractors.

13. COMPLIANCE WITH OTHER LAWS: The Parties to this agreement shall comply with all applicable laws, rules, regulations and public policies that prohibit unethical conduct regarding the obtaining, retention or conduct of business or an unfair advantage (“Laws”). The Parties shall not directly or indirectly give, offer, promise, authorize, or allow to be given, offered,

or promised, anything of value to an official or employee of any government, state-owned enterprise, international organization including subdivisions thereof or entities acting on behalf of a government, state-owned enterprise, international organization or subdivision thereof (any such employee or official referred to collectively as “Official”), while knowing or having reason to know that such thing of value is to be given, offered, or promised to an Official (including political parties or officials thereof or candidates for foreign office) in order to: (i) influence any officials thereof, or (ii) induce such Official to use this influence to affect or influence any act or decision of any government (or any subdivision thereof), or (iii) assist the Parties in obtaining or retaining business, or in directing business to any person or obtain an unfair advantage for the Parties in any respect.

Should any Party violate any of the Laws then: (i) the other Party(s) shall have the right to immediately terminate the Agreement for cause; (ii) the other Party(s) shall have a right of action against the offending Party in breach of such laws; and (iii) the offending Party shall indemnify the other Party(s) for any penalty, loss or expenses incurred by the other Party(s) as a result of the offending Party’s breach of any of its obligations under this Section.

14. INDEPENDENT CONTRACTORS: It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

15. FORCE MAJEURE: Notwithstanding anything to the contrary contained herein, Contractor shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, terroristic acts, shortage of supply, labor difficulties, war, or civil unrest.

16. INSURANCE: The Contractor shall, at its expense, before any Work is commenced, cause to be issued and maintained until sixty (60) days after acceptance of the Work, insurance as described in the Authority's Professional General Contract Terms with Federal Requirements dated March 14, 2019. A copy of the insurance certificate must be presented to the Authority's Contracting officer at contract execution.

17. CONTRACT DOCUMENTS: The Contractor's assigned professionals shall perform the Work in accordance with the Contract. The "Contract Documents" include Appendix "A" and Exhibit "B" as listed in Paragraph 1 above and incorporated fully by reference herein. In the event of any conflict, the terms of this Contract shall govern.

18. NON-DISCRIMINATION: No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of the contracted services on account of race, creed, color, sex, religion, disability, or national origin.

19. GENERAL CONTRACT TERMS: This Contract is subject to the Authority's Professional General Contract Terms with Federal Requirements, as amended and attached hereto and made a part hereof as Appendix "A".

20. CHANGE ORDERS/ADDITIONAL SERVICES: The Contracting Officer must approve in writing all change orders or requests for additional services. In the absence of such written approval, the Authority shall not be liable for the payment of any services performed outside of the scope of the Contract.

21. GOVERNING LAW: The laws of the State of New York shall govern the interpretation and construction of this Agreement to the extent applicable. The Parties agree that all causes of action against either Party shall be brought in the court of competent jurisdiction in the United States. Notwithstanding the foregoing, disputes arising out of Work solely concerning an audit of Authority shall be governed by the laws of the Virgin Islands to the extent applicable.

22. WAIVERS AND AMENDMENTS: No waiver, modification, or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the Parties or by their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification, or amendment. Any such waiver, modification, or amendment in any instance or instances shall in no event be construed to be a general waiver, modification, or amendment of any of the terms, conditions, or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

23. NOTICE: Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid, or received via e mail, addressed to the Parties as follows:

The Authority: Karl Knight
Executive Director
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
karl.knight@viwapa.vi

Copy to: Office of the General Counsel
V.I. Water and Power Authority
P.O. Box 1450
St. Thomas, U.S. Virgin Islands 00804
legaldepartment@viwapa.vi

The Contractor: James Taylor
Sr. Regional Director
Robert Half International
1180 W. Peachtree St. NW, Ste. 400
Atlanta, GA 30309
(843) 371-1566
james.taylor@roberthalf.com

Copy to: Robert Half Inc.
Attention: Client Contracts Dept.
clientcontracts@roberthalf.com
3001 Bishop Drive, Suite 140
San Ramon, CA 94583

24. DEBARMENT CERTIFICATION: By execution of this Contract, the Contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish it subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Contractor or subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Virgin Islands Water and Power Authority for any payment (s) heretofore made. Contractor understands that the Authority will not release any funds until Contractor's SAMs number has been provided to the Authority and the Authority has verified Contractor's debarment status.

25. COUNTERPARTS: Contract may be executed in two or more counterparts, each of which together shall be deemed an original and the same instrument, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile

transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

26. SURVIVAL: The following sections of this Contract will survive the termination or expiration of this Contract and will remain in effect until fulfilled:

- Clause 3: Consideration
- Clause 8: Indemnification
- Clause 18: Contract Documents
- Clause 22: Governing Law
- Section 40d. The Authority's Professional General Contract Terms with Federal Requirements

27. SEVERABILITY CLAUSE: Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

28. ENTIRE AGREEMENT: This Contract and the Contract Documents constitute the entire agreement of the Parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this Contract are merged herein. This Agreement is only applicable to, and the only Robert Half Inc. branch and practice group obligated under this Agreement are, the management resources contract talent practice group of the branch office located at 1180 W Peachtree St NW, Suite 400, Atlanta, GA 30309.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the
day, month and year last written below.

ROBERT HALF INC. ^{EOE}

Stephen Tradd
WITNESS

By: James Taylor 12/2/2024
James Taylor Date
Sr. Regional Director

V.I. WATER & POWER AUTHORITY

[Signature]
WITNESS

By: Karl Knight 12/4/2024
Karl Knight Date
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

Dionne G. Sinclair 12/02/2024
Dionne G. Sinclair Date
General Counsel

Attachments