

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-22-26

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

This Contract (this “Agreement”) is entered into this 4th day of December 2025, by and between the **VIRGIN ISLANDS WATER AND POWER AUTHORITY** (hereinafter the “Authority”), an autonomous governmental instrumentality established under the laws of the United States Virgin Islands, with its principal place of business located at 9720 Estate Thomas, St. Thomas, Virgin Islands 00802 and a mailing address of 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”), organized under the laws of the state of Delaware, USA, with a place of business located at 1180 W. Peachtree St. NW, Ste. 400, Atlanta, GA 30309, to assign up to four (4) professionals to assist with preparation of the Single Audit spanning fiscal years (“FY”) 2021, FY2022, FY2023, FY2024, FY2025, and FY2026. 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 assisting the Authority with 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”;
- ii. The Hud General Provisions (“HUD RIDER”), attached and incorporated by reference herein as Appendix “B”;
- iii. The Notice of Federal Guidelines, attached and incorporated by reference herein as Appendix “C”;
- iv. The V.I. UCP Directory of DBE Firms, attached and incorporated by reference herein as Appendix “D”;
- v. The V.I. Bureau of Internal Revenue, Tax Requirements, attached and incorporated by reference herein as Appendix "E"; and
- vi. The Contractor’s Proposal dated November 5, 2025, incorporated by reference herein as Exhibit “I”.

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 the “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 two (2) years with an option to renew for one (1) additional year.

3. CONSIDERATION: In Consideration of the Contractor’s performance of the Work, the Authority shall pay the Contractor in accordance with the hourly rate agreed to by the Parties, in a total amount Not to Exceed **Two Million, Five Hundred Thirteen Thousand Nine Hundred Fifty-Two Dollars and Zero Cents (\$2,513,952.00)**. 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 5, 2025, identified as Exhibit “A” 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. Payment of all undisputed invoiced amounts shall be made after review and approval, in good faith, by the Authority's Project Manager in accordance with the payment schedule delineated below (up to four (4) Consultants full-time). Contractor may immediately terminate the Agreement in the event Authority does not pay undisputed invoices in accordance with the terms of this Agreement:

- a. **Year 1 – \$103,200.00 per month.**
- b. **Year 2 – a 3% increase to \$106,296.00 per month.**
- c. **TOTAL CONSIDERATION FOR THE INITIAL TWO-YEAR PERIOD SHALL NOT EXCEED \$2,513,952.00**
- d. **Mobilization/Retainer – \$103,200, to be remitted to Contractor within the first week of commencement of this Agreement and applied against the final monthly payment**

5. GROSS RECEIPT TAXES: The Authority's obligation to withhold gross receipts taxes from payments under this Contract is governed by Title 33, Section 44 of the Virgin Islands Code, as amended, and 33 V.I.C. §43(a). Based on the Contractor's representations, the Virgin Islands Bureau of Internal Revenue ("IRB") has granted an exemption from upfront gross receipts tax withholding. See Exhibit "A". This exemption applies only so long as the facts and operations represented by the Contractor remain unchanged. If the Contractor's activities or scope of work change in a manner that affects the exemption, such as performing auditing services on

island, the exemption will be revoked, and the Authority shall resume withholding as required by law.

The Contractor is solely responsible for calculating and reporting any gross receipts taxes due. The Authority shall not be liable for any miscalculation or for any additional assessments imposed by IRB related to work performed under this Contract.

If the Contract is amended to increase the consideration, the Authority shall deduct any additional gross receipts taxes required by law.

6. 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 "I". 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.

7. [RESERVED]

8. 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.

9. OWNERSHIP AND USE OF DOCUMENTS: All documents and data, written or otherwise generated by Contractor under the Contract including original drawings, estimates, reports, specifications, calculations, field notes, data, etc., and work product are to become the property of and shall be delivered to the Authority. Contractor shall retain one reproducible copy of these documents generated by the Contractor. Notwithstanding anything to the contrary, Contractor is and will remain the exclusive owner of all of Contractor's proprietary software and intellectual property owned by or licensed to Contractor prior to the Effective Date or created or developed outside the scope of this Contract, including all additions, enhancements, and derivatives thereto.

10. [RESERVED]

11. PRESENTATION OF COMPLIANCE WITH THE LAW: The Parties hereto represent and warrant that this Contract and its performance do not violate any law, regulation, or policy of the United States Virgin Islands. Any Party hereto shall be relieved of its obligations to perform under this Contract to the extent such performance would violate any law, regulation, or policy of the United States.

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

13. 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

14. 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.

15. 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.

16. 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.

17. 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.

18. FORCE MAJEURE: Notwithstanding anything to the contrary contained herein, the Contractor shall not be liable for delays or failures in performance caused solely by events beyond its reasonable control, including but not limited to acts of God, war, civil unrest,

pandemics, or terroristic acts, provided that such events directly and demonstrably prevent the Contractor's performance under this Agreement.

The Contractor shall provide written notice to the Authority within five (5) business days of the occurrence of any event it believes constitutes Force Majeure. This notice must include a detailed description of the event, its anticipated impact on performance, and the expected duration of the delay.

The Contractor shall use commercially reasonable efforts to mitigate the effects of the Force Majeure event and resume performance as soon as practicable. If the Force Majeure event continues for more than thirty (30) consecutive calendar days, the Authority may, at its sole discretion, terminate or suspend the Agreement without penalty.

The Contractor's financial obligations, including payment of retainage or penalties for prior non-performance, shall not be excused by Force Majeure unless explicitly agreed to in writing by the Authority.

19. 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.

20. CONTRACT DOCUMENTS: The Contractor's assigned professionals shall perform the Work in accordance with the Contract. The "Contract Documents" include Appendices "A" through "E" and Exhibit "I" 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. Contractor shall

comply with the Contract Documents only to the extent applicable to Contractor under relevant State/Territorial or Federal law or Regulation.

21. 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.

22. 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".

23. CONFLICT OF INTEREST: The Contractor warrants and represents that it has no interest and will not acquire any interest, direct or indirect, which would materially conflict in any manner or degree with the performance of its obligations under the Contract. If any such actual or potential material conflict of interest arises under this Contract, the Contractor shall immediately inform the Authority in writing of such conflict. If, in the reasonable judgment of the Authority, such conflict poses a material conflict to and with the performance of Contractor's obligations under this Contract then the Authority may terminate the Contract immediately upon written notice to Contractor; such termination of the Contract shall be effective upon the receipt of such notice by the Contractor.

24. 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.

25. GOVERNING LAW AND VENUE: The laws of the State of New York shall govern this Contract. The Parties agree that all causes of action against either Party shall be brought before a court of competent jurisdiction in the U.S. Virgin Islands. The Parties further agree that

process may be served upon them in any manner authorized by the laws of the State of New York for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

26. 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.

27. 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 Inc.**
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.
3001 Bishop Drive, Suite 140
San Ramon, CA 94583 (843)
371-1566
james.taylor@roberthalf.com
[m](#)

28. 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.

29. 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.

30. SURVIVAL: Any terms which by their nature extend beyond the termination or expiration of this Contract and 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 20: Contract Documents
- Clause 25: Governing Law and Venue

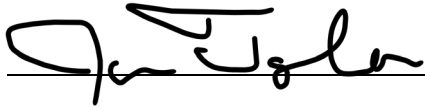
31. SEVERABILITY CLAUSE: Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to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

32. 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.

Mackenzie Shatto
WITNESS

ROBERT HALF INC. EOE
By: 
James Taylor Date 1/5/2026
Sr. Regional Director

V.I. WATER & POWER AUTHORITY

Claudia Charles
WITNESS

By:  1/13/2026
Karl Knight Date
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:


Dionne G. Sinclair
General Counsel

Attachments