

VIRGIN ISLANDS WATER AND POWER AUTHORITY
POST OFFICE BOX 1450
SAINT THOMAS
U.S. VIRGIN ISLANDS 00804



ADDENDUM II

This Addendum II to Contract No. SC-12-20 is entered into this 27th day of November 2020 by and between the VIRGIN ISLANDS WATER AND POWER AUTHORITY (the "Authority") and VIGILANT INVESTIGATIVE SERVICES, LLC (hereinafter called the "Contractor"). The Authority and the Contractor shall hereinafter be jointly referred to as the "Parties".

WHEREAS, the Parties on November 27, 2019, entered into Contract No. SC-12-20, to provide and operate armed and unarmed security to the satisfaction of the Authority. A copy of said contract is attached hereto and made a part hereof as Appendix "A";

WHEREAS, by letter dated February 25, 2020, the Contractor notified the Authority that effective immediately, Intelligent Security will be conducting business as Vigilant Investigation Services, LLC. A copy of this notice is attached hereto and made a part hereof as Exhibit "A";

WHEREAS, the Parties, on July 1, 2020, entered into Addendum I whereas the Parties agreed that Contractor shall, effective immediately, operate under the business name, Vigilant Investigative Services, LLC. Additionally, Addendum I authorized the Contractor to provide temperature screening services at the Authority's property. Due to the increase in scope, the Contract consideration increased in the amount of \$59,940.00; thereby, increasing the total Contract consideration to \$1,207,424.25. A

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copy of Addendum I is attached hereto and made a part hereof as Appendix "B";

WHEREAS, the Parties now agree to extend the term of the Contract an additional three (3) months, contract to expire February 28, 2021. Due to the current Contract extension, the contract consideration shall increase in the amount of \$274,515.50; thereby, increasing the total Contract consideration to a total amount of \$1,481,939.75; and

WHEREAS, due to the increase of \$274,515.50 in the contract consideration, an amount equal to Thirteen Thousand Seven Hundred Twenty-Five Dollars and 78/100 (\$13,725.78) shall become due and will be withheld for gross receipt taxes.

NOW THEREFORE, in consideration of the mutual covenants herein and the Parties intending to be legally bound hereby, it is agreed as follows:

1. That the preamble to this Addendum II constitute an integral part of the Parties' agreement;
2. That Clause 2 entitled "**Term**" shall reflect that contract shall be extended an additional three (3) months, contract to expire February 28, 2021.
3. Clause 3, entitled "**Consideration**" is increased in an amount not to exceed \$274,515.50 thereby resulting in an increase in the total contract consideration under SC-12-20 in an amount not to exceed \$1,481,939.75;
4. Clause 5, entitled "**Gross Receipt Taxes**" shall reflect that an additional sum in the amount of Thirteen Thousand Seven Hundred Twenty-Five Dollars and 78/100 (\$13,725.78) shall become due and payable for Gross

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Receipt Taxes; and

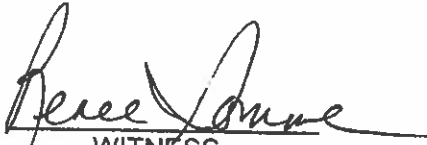
5. That these provisions do not usurp, nor in any way amend the terms and conditions of the Contract, except as specifically stated herein.

IN WITNESS WHEREOF, the Parties hereto duly execute this Addendum II on the day, month, and year first above written.



WITNESS

VILIGANT INVESTIGATIVE
SERVICES, LLC

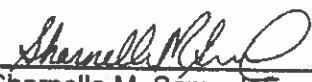
By: 
TANISHA PHILLIPS
President


WITNESS

V.I. WATER AND POWER AUTHORITY

By: 
LAWRENCE J. KUPFER
Executive Director (CEO)

APPROVED AS TO LEGAL SUFFICIENCY:

 11/24/2020
Sharnelle M. Samuel, Esq.
Acting General Counsel

Attachments