

**VIRGIN ISLANDS PUBLIC FINANCE AUTHORITY**

**SECOND AMENDMENT**

**THIS IS THE SECOND AMENDMENT TO THE NOVEMBER 30, 2017 CONTRACT** (the “Contract”) by and between the **VIRGIN ISLANDS PUBLIC FINANCE AUTHORITY**, an independent instrumentality of the Government of the Virgin Islands (“Government”), (also referred to herein as “VIPFA”), and **WITT O’BRIEN’S LLC** (also referred to herein as “Consultant”), jointly referred to herein as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the November 30, 2017 Contract between VIPFA and Witt O’Brien’s LLC provides for consulting and other services relative to the Hurricane Financial Recovery of the United States Virgin Islands and coordination with the Federal Emergency Management Agency (“FEMA”) for a term of five (5) years at an annual compensation in aggregate not to exceed Fifteen Million Dollars (\$15,000,000.00); and

**WHEREAS**, within six months into the Contract the Consultant has almost exhausted the compensation cap of \$50,000,000.00 imposed by the First Amendment to the Contract dated April 12, 2018, as a result of the continually increasing demands from the Government’s aggressive campaign to identify, access, secure and manage a larger percentage of the available federal resources and funding from FEMA and other federal agencies; and

**WHEREAS**, the Consultant has demonstrated to the satisfaction of VIPFA the need for a significant increase in the not-to-exceed (“NTE”) amount in order to perform the recovery work requested and approved by the Government within the scope of the Contract;

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the Parties hereto do covenant and agree to further amend paragraph 3 of the Contract (“Compensation”) and Addendum II, (“Terms of Compensation & Rate Schedule”), as follows:

1. Paragraph 3 (“Compensation”) is amended to increase the NTE amount of Fifty Million Dollars (\$50,000,000.00) established under the First Amendment to the Contract to Eighty Million Dollars (\$80,000,000.00) to allow Consultant to continue to perform the Services requested and approved by the Government . All other terms in Paragraph 3 shall remain the same.
2. Addendum II (“Terms of Compensation & Rate Schedule”) is amended to increase the NTE amount of Fifty Million Dollars (\$50,000,000.00) established under the First Amendment to the Contract to Eighty Million Dollars (\$80,000,000.00) to allow



Consultant to continue to perform the Services requested and approved by the Government. All other terms in Addendum II shall remain the same.

3. This Second Amendment to the Contract shall be effective as of November 30, 2017, and continues in effect until the expiration of the Contract.
4. This Second Amendment shall be attached to and made a part of the Contract as Exhibit B.

**The remainder of this page is intentionally left blank; signature page follows.**



IN WITNESS WHEREOF, the Parties have hereunder set their hands.

WITNESSES:

Jeanette Moutwaar

VIRGIN ISLANDS PUBLIC FINANCE  
AUTHORITY

By: 

Valdamier O. Collens  
Executive Director

Date: 9.24.18

Morgan Stegler

WITT O'BRIEN'S LLC

By: 

Tim Whipple  
Chief Executive Officer

Date: 9/24/18

