

Standard Form 5 Version: 10/1/2022 Department of Property and Procurement	SPACE ASSIGNMENT AND OCCUPANCY AGREEMENT – OFFICE SPACE GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
Date of Agreement:	Agreement No.: TOA-14-020

THIS SPACE ASSIGNMENT AND OCCUPANCY AGREEMENT (“AGREEMENT”), made and entered this ____ day of _____, 20____ by and between the **Department of Property and Procurement (“Assignor”)** and the **Virgin Islands Fire and Emergency Medical Services, (“Assignee”).** Assignor and Assignee shall be collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, pursuant to 3 V.I.C. § 218 (8), Assignor is responsible for securing office space for the Executive Branch of the Government of the Virgin Islands; and

WHEREAS, Assignee is an executive branch department generally responsible for incidents of fire, medical emergencies and rescue related operations; and

WHEREAS, Assignee occupies, uses or operates offices and incidental facilities from the Government owned properties listed in Schedule “A”, which is attached to and incorporated into this Agreement by reference, for emergency fire and medical emergency rescue responses and other related purposes; and

WHEREAS, Assignee’s use and occupation of the Government-owned properties in Schedule “A”, predates Hurricanes Irma and Maria in September 2017; and

WHEREAS the Government-owned properties identified in Schedule “A” sustained interior and exterior damages during the passage of Hurricanes Irma and/or Maria in September 2017; and

WHEREAS, notwithstanding Assignee’s longstanding use and occupation of the Government – owned properties in Schedule “A”, Assignor and Assignee do not otherwise have a written instrument to outline the responsibilities between the Parties relative to Assignee’s use and occupation of the Government-owned properties in Schedule “A”; and

NOW, THEREFORE, the Parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Assignor hereby assigns to the Assignee and the Assignee accepts the assignment subject to the terms of this Agreement, the Premises described in Schedule “A” attached hereto and incorporated into this Agreement by reference.

2. **TO HAVE AND TO HOLD** the said Premises with the appurtenance hereto for a period beginning September 1, 2017, and terminating fifty (50) years thereafter, and subject further to the termination and renewal rights set forth herein.

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3. The **Assignee** shall bear all responsibility for the care, custody, repair, and maintenance of the Premises as more particularly described in Paragraphs 4, 5, and 6 of this Agreement.

4. The **Assignee** shall at its own cost and expense maintain the said Premises in good repair and tenantable conditions commencing with **Assignee's** occupancy and the continuance of the Agreement. **Assignee** will make all repairs, structural or otherwise to the interior and exterior of the Premises. "Repairs" as used herein shall mean all repairs, replacements, renewals alterations, additions, improvements, and betterment.

5. (a) **Assignee's** responsibilities for the maintenance and upkeep of the Premises during the occupancy of the Premises, will include without limitation:

- (i) All structural and non-structural repair, renovation, and maintenance of interior and exterior of all structures on the Premises;
- (ii) Maintenance and repair of all electrical, plumbing, any vertical lift or elevator equipment, and all air conditioning and treatment systems;
- (iii) Pest Control Services;
- (iv) Janitorial Services;
- (v) Landscaping of the Premises; and
- (vi) Garbage Removal Services.

(b) In maintaining the Premises during the occupancy thereof, **Assignee** will procure maintenance and repair services using the Government's standard procurement process to include **Assignee's** participation in any supply contracts offered by the Government for Government-wide maintenance services which are needed on the Premises.

(c) Within thirty (30) business days of effective date of this Agreement, **Assignee** will submit a written maintenance plan outlining how **Assignee** will comply with the requirements of Paragraph 5(a) to **Assignor** for **Assignor's** approval. Thereafter, **Assignee** will submit an annual maintenance plan to **Assignor** no later than February 15th of each calendar year this Agreement remains in effect.

6. If during the term of this Agreement, **Assignor** determines, **Assignee** has failed to maintain and repair the Premises in accordance with the requirements of this Agreement, **Assignor** will provide **Assignee** with a twenty (20) day notice (except in the case of emergency in which event reasonable notice under the circumstances shall be sufficient) to cure the noted deficiencies in repair and maintenance. In the event the **Assignee**, after it shall have been given the required notice and opportunity to cure, refuses and neglects to make any repair for which it is responsible, or if repair is necessitated by reason of the **Assignee's** negligent acts or omissions, then the **Assignor** may make such repairs. **Assignor** shall not be responsible for any loss, inconvenience or damage resulting to **Assignee** because of **Assignor's** repair. **Assignee** will pay to the **Assignor** all costs incurred by the **Assignor** in completing the repairs and maintenance hereunder. **Assignee** will pay such costs within thirty (30) calendar days of receipt of an invoice from **Assignor**.

7. The Parties acknowledge both **Assignee** and **Assignor** are considered to be eligible Applicants under the Federal Emergency Management Agency's ("FEMA") Public Assistance Program and further agree as follows;

- (a) Any Public Assistance sums requested by **Assignee** for the purposes of reimbursing disaster-related damage repairs to the exterior and interior of the facilities in Schedule "A", shall be the property of the **Assignee** once awarded by FEMA. Similarly, repayment of any refunds due to FEMA for overages awarded and paid to **Assignee**, shall be the responsibility of **Assignee**, and not **Assignor**. It is the intent of both Parties to this Agreement that any such Public Assistance sums awarded by FEMA for the purposes of reimbursing disaster-related damage repairs to the interior or exterior of the subject facilities shall be utilized for that same purpose by **Assignee** unless expressly agreed to in writing by both Parties; and
 - (b) All Parties subject to this Agreement further acknowledge that through this Agreement the legal responsibility for all actions to be taken in regard to obtaining reimbursement for disaster related exterior and interior repairs to the respective facility in Schedule "A", to include making the repairs, claiming reimbursement, completing closeout, and completing all administrative programmatic requirements (time extension requests, quarterly reporting, etc.), shall be the responsibility of **Assignee**.
8. Notwithstanding any other provision to the contrary, at any time during the term of this Agreement, the Parties may elect to agree in writing for **Assignee** to pay **Assignor** an annual Occupancy and Maintenance Fee of Eight Dollars and Zero Cents (\$8.00) per U.S. square foot calculated against the then existing total square footage of the improvements on the Premises in equal monthly installments and which monthly installments shall be due and payable on the first (1st) day of each month without previous demand therefor. Under these circumstances **Assignor** will bear all responsibility relative to the repair, maintenance, and upkeep of the Premises.
9. The **Assignee** agrees to pay for all power and water actually consumed on the Premises based upon metering or other approved method of measurement.
10. Subject to the prior written approval of the **Assignor**, which shall not be unreasonably withheld, **Assignee** shall have the right, during the term of this Agreement, to make alterations, attach fixtures, and erect additions, structures, or signs in or upon the Premises, inside and outside, and to redecorate said Premises, at its own expense. Such fixtures, additions, structures, signs, and/or decorations, unless removable without damage to the premises, shall become and remain the property of the **Assignor**.
11. At the expiration of the term of this Agreement, the **Assignee** shall quit and surrender the premises, in as good a condition as that existing at the time of entering upon the same under this Agreement, excepting however, reasonable wear and tear, and damages by the elements or by circumstances over which the **Assignee** has no control. Any fixtures, additions, structures, signs, and/or decorations, unless removable without damage to the Premises shall become and remain the property of the **Assignor**.
12. Subject to the approval of the **Assignor**, the **Assignee** shall have the option of extending and/or renewing this Agreement for an additional period of fifty (50) years subject always to the availability of funds, upon the same terms and conditions set forth herein and upon the further condition that the **Assignee** shall serve written notice of its election to exercise said option no later than thirty (30) calendar days prior to the expiration of this Agreement or any renewal term.

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13. Notwithstanding anything herein to the contrary, either Party has the right to cancel this Agreement upon sixty (60) calendar days written notice to either party.

14. **Assignor** shall insure the Premises against loss by fire or other casualty.

15. **Assignor** covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required to be performed under this contract.

16. Laws of the U.S. Virgin Islands will control this agreement and jurisdiction shall remain in the U.S. Virgin Islands.

17. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered:

Addresses of parties are as follows:

Assignor: Commissioner
Department of Property and Procurement
8201 Subbase
Suite 4
St. Thomas, U.S. Virgin Islands 00802

Assignee: Director
Virgin Islands Fire and Emergency Medical Services
385 William G. Lewis Drive
Estate Taarneberg
St. Thomas, U.S. Virgin Islands 00802

18. **This Agreement is subject to the appropriation and availability of funds and to the approval of the Governor.**

19. Any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the Premises or for damages to the property or injuries to the person of the **Assignee** or of others who may be on the said Premises at **Assignee's** invitation, shall be subject to the Virgin Islands Tort Claims Act, as codified at title 33, Virgin Islands Code, chapter 118, sections 3401 et seq. or successor provisions.

20. This Agreement constitutes the entire agreement between the Parties with respect to the Premises. There are no understandings, agreements or representations, oral or written, not specified within this Agreement.

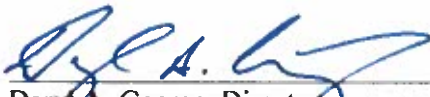
21. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by all the Parties.

22. A facsimile, electronic or digital signature on this Agreement shall be deemed an original and binding on the Parties.

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IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above mentioned.

ASSIGNEE:


Daryl A. George, Director
Virgin Islands Fire & Emergency Medical Services

Date: 12-28-22

WITNESSES:




ASSIGNOR:


Anthony D. Thomas, Commissioner
Department of Property & Procurement

Date: 1/19/2023

WITNESSES:




APPROVED as to legal sufficiency by the Department of Justice:

 Date: 01/20/2023
Assistant Attorney General

APPROVED:

 Date: 5/18/23
The Honorable Albert Bryan Jr.
Governor of the U.S. Virgin Islands

SCHEDULE "A"

1. Parcel No. 3C-C-1 Estate Fortuna
No. 8 West End Quarter
St. Thomas, US Virgin Islands 00802

consisting of approximately 1.432 U.S. acres as shown on the OLG Drawing No. D9-9591-T021 dated May 10, 2021, attached hereto and made a part hereof as Exhibit A.

2. Omar Brown Sr. Fire Station
Parcel 100-1B Consolidated Estate Taarneberg
King's Quarter
St. Thomas, US Virgin Islands 00802

consisting of approximately 2.068 U.S. acres shown on OLG Drawing No. D9-8409-T010 attached hereto and made a part hereof as Exhibit B.

3. Emile C. Berry Fire Station & Multipurpose Center
Portion of No. 11 Remainder Estate Dorothea
No. 7 Little Northside Quarter
St. Thomas, US Virgin Islands 00802

consisting of approximately 0.50 of a U.S. acre and outlined in yellow on the Map Geo Image dated November 29, 2022, attached hereto and made a part hereof as Exhibit C.

4. George P. Scott Fire Station
Parcel No. 390 Estate Anna's Retreat
St. Thomas, US Virgin Islands 00802

consisting of approximately 0.59 of a U.S. acre or shown on PWD Drawing No. D9-857-T69 dated July 31, 1969, attached hereto and made a part hereof as Exhibit D.

5. Robert O'Connor Fire Station
Parcel No. 303
Cruz Bay Town
Cruz Bay Quarter
St. John, US Virgin Islands 00831

consisting of approximately 0.17 of a U.S. acre shown on OLG No. D9-9217-T017 dated January 8, 2017, attached hereto and made a part hereof as Exhibit E.

6. Coral Bay Fire Station
A Portion of 7 Emmaus
Coral Bay
St. John, US Virgin Islands 00802
consisting of approximately 0.301928 of a U.S. acre shown on the Map Geo Image
dated December 2, 2022, attached hereto and made a part hereof as Exhibit F.
7. Water Island Fire Station
Portion of Lot B-14
Water Island
No. 10 Southside Quarter
St. Thomas, US Virgin Islands 00802
consisting of approximately 0.143617 of a U.S. acre shown on the Map Geo Image
dated December 21, 2022, attached hereto and made a part hereof as Exhibit G.

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