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**AMENDMENT No. 1 OF  
MEMORANDUM OF AGREEMENT**

**THIS AMENDMENT** made as of the 31st day of May, 2023 in the Territory of the Virgin Islands, by and between the **Government of the Virgin Islands Department of Property and Procurement**, on behalf of the **Virgin Islands Bureau of Corrections** (hereinafter referred to as “**Government**”) and the **University of the Virgin Islands** (hereinafter referred to as “**UVI**”), whose address is 2 John Brewer’s Bay, St. Thomas, VI 00802.

Both parties witness to being duly authorized to execute this agreement and will attest accordingly when and where necessary.

**WITNESSETH**

**WHEREAS**, pursuant to Contract No. **G048BOCT21**, approved by the Commissioner of Property and Procurement on August 2, 2021, (which constitutes and is hereinafter referred to as the “**Contract**”), the Government contracted with the Contractor to implement an online high school education and career certification program for prisoners within the custody of the Government; and

**WHEREAS**, the Contract expires pursuant to its terms on **June 1, 2023**; and

**WHEREAS**, the parties desire to amend the Contract by, to extend its term by one (1) year with an option to renew the Contract for an additional two years at the sole discretion of the Government, to revise the Scope of Services in Addendum I, to include an extended time period for services and adding One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to the compensation and adjusting the payment schedule under Addendum II; and

**NOW THEREFORE**, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**TERMS AND CONDITIONS**

- 1. The Contract is hereby amended and its term extended by one year by deleting all existing language contained in Paragraph 2 and replacing it with new language as follows:

“This Contract shall commence on June 1, 2021, and terminate on May 31, 2024. Upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement, this Contract shall become effective for the term set out herein. The Government in its sole discretion shall have the option to renew this Contract for a period of two additional years, subject to the same terms noted herein, by providing the Contractor with 60 days’ written notice of the Government’s election to renew.”

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2. Paragraph No. 3 – Compensation is hereby amended to increase the annual compensation by One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for a total amount not to exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) by deleting all of the existing language contained therein and replacing it with new language as follows:

“The Government, in consideration of the satisfactory performance of the services described in 1<sup>st</sup> Amended Addendum I (1<sup>st</sup> Amended Scope of Services), agrees to pay Contractor the sum not to exceed One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) in accordance with the provisions set forth in 1<sup>st</sup> Amended Addendum II (1<sup>st</sup> Amended Compensation), attached hereto and made a part of this Contract.”

3. Addenda I and II of the Contract are revised by deleting all terms contained therein and inserting in lieu thereof all the terms contained in the Amended Addenda I and II, attached hereto as Exhibits “A” and “B,” respectively.
4. This Amendment is subject to the approval of the Commissioner of the Department of Property and Procurement and to the appropriation and availability of funds.
5. Except as expressly amended in this Amendment, all terms of the Contract remain in full force and effect.
6. **FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

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IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day and year first above written.

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

W. Testamark

Wynnie Testamark, Director  
Bureau of Corrections

5/23/2023  
Date

[Signature]

[Signature]  
Lisa M. Alejandro, Commissioner Nominee  
Department of Property & Procurement

5/31/2023  
Date

UNIVERSITY OF THE VIRGIN ISLANDS

Suzanne Magras

Mindy Solivan  
Mindy Solivan, Director of Sponsored Programs

5/22/2023  
Date

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: [Signature] Date 5/31/2023  
Assistant Attorney General

PURCHASE ORDER NO. \_\_\_\_\_

# Original MOA



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## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT ("MOA")** is made this 2nd day of August, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Bureau of Corrections (hereinafter referred to as "BOC") and the University of the Virgin Islands (hereinafter referred to as "UVI").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to support implementation of strategies to reduce inmate risk of recidivism, including academic and vocational training and teaching of marketable skills, which duties and responsibilities are more particularly described in Addendum I (Scope of Services), attached hereto;

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a)(8); and

**WHEREAS**, UVI represents that it is willing and capable of providing such services through the Center for Excellence in Leadership and Learning ("CELL");

**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 as follows:

### 1. SERVICES

UVI will provide the services described in Addendum I (Scope of Services), attached hereto and made a part of this contract, through CELL.

### 2. TERM AND EFFECTIVE DATE

The term of this MOA shall be from June 1, 2021, to June 1, 2023. Upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement, this MOA shall become effective for the Term set out herein.

### 3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay UVI a sum not to exceed Fifty Thousand and 00/100 Dollars (\$50,000) in accordance with the provisions set forth in Addendum II

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(Compensation), attached hereto and made a part of this MOA.

#### **4. RECORDS**

UVI, when applicable, will present documented precise records of time and/or money expended under this Contract.

#### **5. PROFESSIONAL STANDARDS**

UVI agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

#### **6. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this MOA shall become the property of the Government and shall be turned over to it at the termination of this MOA. The above described materials shall not be used by UVI or by any other person or entity except upon the written permission of the Government.

#### **7. LIABILITY OF OTHERS**

Nothing in this MOA shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by UVI as servants, agents or independent contractors, or in any other capacity whatsoever, or make Government 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, unemployment insurance and social security taxes for UVI, its servants, agents or independent contractors.

#### **8. ASSIGNMENT**

UVI shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government.

#### **9. INDEMNIFICATION**

To the extent permitted by law, UVI agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expense (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by UVI CELL under this MOA and arising from any cause, except the sole negligence of Government.





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#### **10. INDEPENDENT CONTRACTOR**

UVI shall perform this MOA as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

#### **11. GOVERNING LAW**

This MOA shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

#### **12. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term condition or provision of this MOA shall be valid or of any force or effect unless made in writing, signed by the parties hereto or 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 MOA, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

#### **13. ENTIRE AGREEMENT**

This MOA constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

#### **14. RIGHT TO WITHHOLD**

If work under this MOA is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to UVI, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify UVI in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while UVI gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

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#### **15. CONDITION PRECEDENT**

This MOA shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

#### **16. TERMINATION**

Either party will have the right to terminate this Contract with or without cause on 30 days written notice to the other party specifying the date of termination.

#### **17. PARTIAL TERMINATION**

The performance of work under this MOA may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing 30 days written notice to UVI. This partial termination shall be effected by delivering to UVI a Notice of Partial Termination specifying the extent to which the term and/or duties under this MOA are terminated and the date upon which such termination becomes effective. UVI shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the 30-day notice.

#### **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 this MOA on account of race, creed, color, sex, religion, disability or national origin.

#### **19. CONFLICT OF INTEREST**

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

#### **20. NOTICE**

Any notice required to be given by the Terms of this MOA shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

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**GOVERNMENT**  
**ANTHONY D. THOMAS**  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas, VI 00802

**WYNNIE TESTAMARK**  
Director  
Bureau of Corrections  
RR 1, Box 9909  
Kingshill, VI 00850

**UVI**  
**SUZANNE DARROW-MAGRAS, PhD**  
Director  
UVI Center for Excellence in Leadership and Learning  
2 John Brewers Bay  
St. Thomas, VI 00802

## **21. OTHER PROVISIONS**

Addenda I and II, attached hereto, are a part of this MOA and are incorporated herein by reference.

## **22. 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 its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any 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 Government of the Virgin Islands for any progress payments heretofore made.

## **23. FALSE CLAIMS**

UVI warrants that it shall not, with respect to this MOA, make or present any claim upon or against

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the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. UVI acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

**24. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES:**

**GOVERNMENT OF THE VIRGIN ISLANDS**

*Peter Abraham*

*Wynnie Testamark*  
Wynnie Testamark, Director  
Bureau of Corrections

6/23/2021  
Date

*Stephen A. Thomas*

*Anthony D. Thomas*  
Anthony D. Thomas, Commissioner  
Department of Property and Procurement

8/2/2021  
Date

**UNIVERSITY OF THE VIRGIN ISLANDS**

*Suzanne Darrow-Magras*

*Mindy Solivan*  
Mindy Solivan  
Director of Sponsored Programs  
University of the Virgin Islands

6/16/2021  
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

*Carol P. McDoull*  
Assistant Attorney General

Date 8/2/2021

PURCHASE ORDER NO. \_\_\_\_\_