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MEMORANDUM OF UNDERSTANDING BETWEEN THE VIRGIN ISLANDS BUREAU OF CORRECTIONS & THE VIRGIN ISLANDS POLICE DEPARTMENT THROUGH THE VIRGIN ISLANDS DEPARTMENT OF PROEPRTY AND PROCUREMENT

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 16th day of November, 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, the Bureau of Corrections, and the Virgin Islands Police Department, each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

WITNESSETH:

Whereas, the Virgin Islands Bureau of Corrections (the “Bureau”) is responsible for the security, custody, and rehabilitation of prisoners, pursuant to Title 3, Sections 373(b) and 375(a), of the Virgin Islands Code; and

Whereas, the Virgin Islands Police Department (“VIPD”) is responsible for protecting persons and property within the jurisdiction of the Territory, pursuant to Title 3, Section 257(a)(3), of the Virgin Islands Code; and

Whereas, the parties desire to combine efforts to establish a certified program to train police dogs (“K9s”) and K9 handlers for the VIPD K9 Training Certificate Program, by entering into this MOU.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, it is agreed by and between the parties as follows.

1. TERM AND EFFECTIVE DATE

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and remain in effect until it is terminated in accordance with the provisions of Paragraph 10 of this MOU.

2. COSTS

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.



3. RESPONSIBILITIES/ TASKS

3.1 The VIPD shall be responsible for:

- (a) Training all K9s and K9 handlers employed by the Bureau in a twelve to sixteen (12-16) - week basic certification course; and
- (b) Providing a minimum of sixteen (16) hours of in-service training per month to all certified K9 handlers.

3.2 The Bureau shall be responsible for providing housing and food for its K9s, and any training supplies required for the program.

4. DESIGNATED REPRESENTATIVE

Each Party shall designate a representative to oversee its responsibilities under this MOU.

The Bureau of Corrections designates:

WYNNIE TESTAMARK
Director
Bureau of Corrections
9909 Industrial Park
Kingshill, VI 00850-9970

RAY A. MARTINEZ
Commissioner
Virgin Islands Police Department
Criminal Justice Complex
5400 Veterans Drive
St. Thomas, VI 00802

5. LIABILITY OF OTHERS

Nothing in this MOU shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by the VIPD as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of the VIPD of whatsoever nature, including, but not limited to, unemployment insurance and social security taxes for the VIPD its servants, agents or independent contractors.



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6. ASSIGNMENT

Neither Party shall subcontract or assign any part of the services or responsibilities under this MOU.

7. GOVERNING LAW

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

8. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term condition or provision of this MOU 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 MOU, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

9. ENTIRE AGREEMENT

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

10. TERMINATION

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

11. 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 MOU on account of race, creed, color, sex, religion, disability, or national origin.



12. CONFLICT OF INTEREST

Both Parties covenant 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 MOU.

13. NOTICE

Any notice required to be given by the Terms of this MOU 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:

ANTHONY D. THOMAS
Commissioner
Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas, VI 00802

WYNNIE TESTAMARK
Director
Bureau of Corrections
9909 Industrial Park
Kingshill, VI 00850-9970

RAY A. MARTINEZ
Commissioner
Virgin Islands Police Department
Criminal Justice Complex
5400 Veterans Drive
St. Thomas, VI 00802



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14. 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:

[Signature]

[Signature]

[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS

Wynnie Testamark 7/21/22
 Wynnie Testamark, Director Date

[Signature] 7/5/2022
 Ray A. Martinez, Commissioner Date
 Virgin Islands Police Department

Anthony D. Thomas 11/16/2022
 Anthony D. Thomas, Commissioner Date
 Department of Property and Procurement

(Corporate seal, if Contractor is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY
 DEPARTMENT OF JUSTICE BY: Carol E. McDoull Date 11/15/2022
 Assistant Attorney General