



MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made this 12th day of April, 2022, 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 Department of Planning and Natural Resources (DPNR), Division of Coastal Zone Management (hereinafter referred to as "Government") and the University of the Virgin Islands (UVI) (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Government is in need of the services of a Contractor to monitor coral reef ecosystems in the Virgin Islands, which duties and responsibilities are more particularly described in Addendum I (Scope of Work) attached hereto; and

WHEREAS, the Government has obtained funding for the monitoring of coral reef ecosystems in the Virgin Islands; and

WHEREAS, managing coral reef ecosystems in the United States Virgin Islands fall under Government responsibilities and commitments as per 12 V.I.C § 101 “to protect, conserve, and manage indigenous fish, wildlife and plants, and endangered or threatened species for the ultimate benefit of all United States Virgin Islanders, now and in the future”; and

WHEREAS, the Government and the Contractor executed Memoranda of Agreement in 2001, 2006, 2008, 2013, and 2015 (GC-PNR-025-2001, GC-PNR-014-2006, GC-PNR-010-2009, GC-071-PNR-13, and GC-021-PNR15 respectively), for the monitoring of coral reef ecosystems in the Virgin Islands and both parties wish to continue that partnership; and

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

WHEREAS, the Contractor represents that it is willing and capable of providing such services and collaborating with the Government, NOAA and NPS to monitor coral reef ecosystems in the Virgin Islands.

WHEREAS, the Contractor represents that there shall be no indirect cost applied to this agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and

General Contract No. G036PNRT22

Initials: MS



intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

The Contractor will assist the Government in the monitoring of coral reef ecosystems as described in Addendum I (Scope of Work) attached hereto and made a part of this contract.

2. TERM AND EFFECTIVE DATE

The term of this MOA shall be from January 1, 2021, to December 31, 2022. 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. The Government in its sole discretion, shall have the option to renew this MOA for up to five (5) additional terms of two (2) years each subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew.

3. COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay The Contractor a sum not to exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this MOA.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

5. RECORDS



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

6. PROFESSIONAL STANDARDS

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

7. DOCUMENTS, PRINTOUTS, ETC.

Maps, reports, pictures, specifications and other work products 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 The Contractor or by any other person or entity except upon the written permission of the Government. All data generated for this project shall become the joint property of the Government and the Contractor. The Contractor shall reserve the rights for previously owned data used in support of this project. Equipment purchased by the Contractor and used for the fulfillment of this Agreement shall remain the property of the Contractor.

8. 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 The Contractor 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 The Contractor, its servants, agents or independent contractors.

9. ASSIGNMENT

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

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and



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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 The Contractor under this MOA and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

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

12. 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.

13. 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.

14. 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.

15. 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 The Contractor, 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



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sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor 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 The Contractor 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.

16. 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.

17. TERMINATION

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

18. 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 Thirty (30) days written notice to the Contractor. This partial termination shall be affected by delivering to the Contractor 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. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the Thirty (30) day notice.

19. 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.

20. CONFLICT OF INTEREST

The Contractor covenants that it has no interest and will not acquire any interest direct



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or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this MOA.

21. 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:

GOVERNMENT

Anthony D. Thomas
Commissioner
Department of Property and Procurement
8201 Sub Base, Suite 4
St. Thomas U.S. Virgin Islands 00802

Jean-Pierre Oriol
Commissioner
Department of Planning and Natural Resources
Division of Coastal Zone Management
Charles W. Turnbull Regional Library
4607 Tutu Park Mall
St. Thomas, VI 00802

CONTRACTOR

Mrs. Mindy Solivan
Director, Office of Sponsored Programs
University of the Virgin Islands
No. 2 John Brewers Bay
St. Thomas, USVI 00802

22. LICENSURE

The Contractor covenants that it has:

- a. obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- b. familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

23. OTHER PROVISIONS

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

24. DEBARMENT CERTIFICATION

By execution of this MOA, the Contractor certifies that it is eligible to receive awards using federally appropriated funds and that it has not been suspended or debarred from entering into agreements 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 MOA or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

The Contractor warrants that it shall not, with respect to this MOA, make or present any claim upon or against 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. The Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

The Contractor acknowledges that this MOA is funded, in whole or in part, by federal funds. The CDFA number for this award is 11.482 under NOAA's Coral Reef Conservation Program. The Contractor warrants that it shall not, with respect to this MOA, make or present any claim knowing such claim to be false, fictitious, or fraudulent. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

27. 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

Athneil J. Thomas

Athneil J. Thomas
Deputy Commissioner
Dept. of Planning &
Natural Resources

Jean-Pierre L. Oriol

Jean-Pierre L. Oriol, Commissioner
Department of Planning and Natural Resources

22-Jan-2022

Date

Anthony D. Thomas

Anthony D. Thomas

Anthony D. Thomas, Commissioner
Department of Property and Procurement

4/12/2022

Date

UNIVERSITY OF THE VIRGIN ISLANDS

Mindy Solivan

Mindy Solivan

Mrs. Mindy Solivan, Director
Office of Sponsored Programs
University of the Virgin Islands

1/26/2022

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

Carol E. McDoull
Assistant Attorney General

Date 4/12/2022

PURCHASE ORDER NO. _____