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**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF DEPARTMENT OF PROPERTY
AND PROCUREMENT
&
DEPARTMENT OF HUMAN SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 11th day of August 2021, in the Territory of the Virgin Islands, by and between the Department of Property and Procurement and the Department of Human Services, two (2) Executive Branch Departments of the Government of the Virgin Islands of the United States, each a “Party” and collectively the “Parties”.

WITNESSETH:

Whereas, the Virgin Islands Department of Property and Procurement (“DPP”) is the executive branch department of the Government of the Virgin Islands responsible for leasing or otherwise providing office space and incidental facilities to other executive branch departments, agencies, and instrumentalities pursuant to 3 V.I.C. § 218 (a)(8), 3 V.I.C. § 70, 31, V.I.C. § 201, and 31 V.I.C. § 232(3); and

Whereas, the Department of Human Services (“DHS”) is an executive branch department responsible for establishing, administering, coordinating and supervising all publicly financed services and programs for various clients including the youth, the elderly, and low-income adults and families pursuant to 3 V.I.C. § 431(a); and

Whereas, DHS occupies, uses or operates offices and incidental facilities from the Government-owned property listed in Schedule “A”, which is attached to and incorporated to this MOU by reference; and

Whereas, DHS’s use and occupation of the Government-owned property in Schedule “A”, predates Hurricanes Irma and Maria in September 2017; and

Whereas, the premises identified in Schedule “A” sustained interior and exterior damages during the passage of Hurricanes Irma and/or Maria; and

Whereas, notwithstanding DHS’s longstanding use and occupation of the Government-owned property in Schedule “A”, DPP and DHS do not have a written instrument to outline the responsibilities between the Parties relative to DHS’s use and occupation of the premises in Schedule “A”; and

Whereas, the purpose of this MOU is to memorialize and clarify the roles and responsibilities of the parties dating back to September 1, 2017, with respect to any interior and exterior repairs for the spaces in Schedule “A” occupied by DHS.

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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. TERM AND EFFECTIVE DATE

Upon the date of execution of the Commissioner of DPP, this MOU shall be effective for a period beginning September 1, 2017, and continuing in effect until modified by the Parties by a separate written instrument. In the event DHS vacates a single premise listed in Schedule "A", the Parties will amend this MOU so long as this MOU is in effect to update the listed property in Schedule "A".

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.

Any Public Assistance sums requested by DHS 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 DHS once awarded by the Federal Emergency Management Agency ("FEMA"). Similarly, repayment of any refunds due to FEMA for overages awarded and paid to DHS shall be the responsibility of DHS, and not DPP. It is the intent of both Parties to this MOU that any such Public Assistance sums awarded by FEMA for the purpose of reimbursing disaster-related damage repairs to the interior or exterior of the subject facility shall be utilized for that same purpose by DHS, unless expressly agreed to in writing by both Parties.

3. RESPONSIBILITIES/ TASKS/ TERMS & CONDITIONS

- (a) The facilities listed in Schedule "A" are owned by the Government of the Virgin Islands and are occupied by DHS. The facilities sustained interior and exterior damages during the passage of Hurricanes Irma and/ or Maria in September 2017. DHS, an executive branch department of the Government of the Virgin Islands occupies the facility, through an informal assignment for occupancy and use. Under historic practice, DHS has been responsible for the maintenance and repairs of the structure, including storm-related damages. For the purposes of capturing FEMA Public Assistance ("PA") funding under the Stafford Act for reimbursement of repair costs to the damaged facility, and in order to establish DHS's legal responsibility for repairs to the facility at the time of disaster, FEMA has requested an MOU that establishes the roles and responsibilities of each party prior to, and at the time of the disaster.



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- (b) DHS and DPP are both considered to be eligible Applicants under FEMA's Public Assistance Program; and
- (c) FEMA's Public Assistance Program and Policy Guide, v.3.1, Section IV(B)(3), establishes the policy for determining Legal Responsibility as: "... FEMA evaluates whether the Applicant claiming the costs had legal responsibility for disaster-related restoration of the facility at the time of the incident based on ownership and the terms of any written agreements (such as for facilities under construction, leased facilities, and facilities owned by a Federal agency)."; and
- (d) The exterior and interior repairs to the spaces occupied by DHS will be completed as of the execution of this MOU; and
- (e) There currently exists no formalized agreement between DHS and DPP covering occupancy of the subject space, and DHS occupies the subject spaces under an Intragovernmental administrative agreement with DPP; and
- (f) The intent of this MOU, absent an existing formalized agreement to the contrary, is to clarify legal responsibility for making eligible exterior and interior repairs, claiming reimbursement and completing PA closeout under FEMA's Public Assistance program, over the period starting September 1, 2017, and continuing into the future while this MOU is in force between DHS and DPP.
- (g) Both parties subject to this MOU agree that the meaning of "Legal Responsibility for Repairs" in this MOU for space in the facilities listed in Schedule "A" shall be read to assign such legal responsibility for disaster related exterior and interior repairs to DHS.
- (h) All parties subject to this MOU further agree that through this MOU 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 DHS.

4. DESIGNATED REPRESENTATIVE

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

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DPP designates:

Mrs. Jozette J. Cantois, CPM
Assistant Commissioner
3274 Estate Richmond
Christiansted, St. Croix Virgin Islands 00820
(340) 773-1561 ext. 4433
jozette.cantois@vi.gov

DHS designates:

Ms. Kimberley Causey-Gomez
Commissioner
Department of Human Services
1303 Hospital Ground
St. Thomas, VI 00802
(340)774-0930
kimberley.causeygomez@dhs.vi.gov

5. ASSIGNMENT

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

6. 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.

7. 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.

8. 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

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between the Parties with respect to the subject matter addressed in this Agreement, whether written or oral.

9. CONDITION PRECEDENT

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

10. TERMINATION

Either party will have the right to terminate this MOU with or without cause within ten (10) 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. 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 Sub Base, Suite 4
St. Thomas, Virgin Islands 00802

KIMBERLEY CAUSEY-GOMEZ
Commissioner
Department of Human Services
1303 Hospital Ground
Southside Quarters
Charlotte Amalie, St. Thomas VI 00802

13. 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]

Kimberley Causey-Gomez
Kimberley Causey-Gomez, Commissioner
Department of Human Services

08/05/2021
Date

[Signature]

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

8/11/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

Carol E. McDowell Date 8/11/2021
Assistant Attorney General