

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement" or "MOA") is made this 1st day of October, 2019, 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 ("Government"), and the University of the Virgin Islands ("UVI").

WITNESSETH

WHEREAS, on December 19, 2011, DPNR, UVI and the Environmental Protection Agency ("EPA") entered into a Memorandum of Understanding ("2011 MOU"), attached hereto as Appendix I, outlining the parties' understanding and responsibilities regarding the need under federal law to provide training and certification to both commercial and private applicators of restricted use pesticides ("Project");

WHEREAS, the Government continues to be in need of the services of a contractor to implement the Project, which duties and responsibilities are more particularly described in Addendum I (Scope of Work), attached hereto;

WHEREAS, Section 817 of Title 12 of the Virgin Islands Code authorizes DPNR, in cooperation with the Land Grant College (University) or other educational institutions to conduct short courses of instruction in the areas of knowledge required by the Pesticide Control Act;

WHEREAS, DPNR and UVI agree that the provisions contained in the 2011 MOU remain in full force and effect and that UVI shall continue to perform the services outlined therein; and

WHEREAS, UVI represents that its Cooperative Extension Service ("UVI-CES") is willing and capable of providing the services for the Project in an expeditious manner and in accordance with the specifications cited in Addendum I (Scope of Work), Addendum II (Terms of Compensation), and the 2011 MOU.

NOW, THEREFORE, in consideration of the mutual covenant contained herein, 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 Work), attached hereto and made a part of this Agreement.

2. TERM

Upon signature of the Governor of the Virgin Islands, this Agreement shall commence on October 1, 2018, and shall terminate on December 23, 2019. The Government in its sole discretion, shall have the option to renew this MOA for up to four periods of one additional year each subject to

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the same terms noted herein by providing UVI with 30 (thirty) 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 UVI, an amount not to exceed Twenty Eight Thousand Dollars and Zero Cents (\$28,000.00) for work done in fiscal year 2019, and, for each year for which the Government exercises renewal options pursuant to paragraph 2, an amount not to exceed Twenty Nine Thousand Dollars and Zero Cents (\$29,000.00) for fiscal year 2020, Twenty Nine Thousand Dollars and Zero Cents (\$29,000.00) for fiscal year 2021, Thirty One Thousand Dollars and Zero Cents (\$31,000.00) for fiscal year 2022, and Thirty One Thousand Dollars and Zero Cents (\$31,000.00) for fiscal year 2023, in accordance with the provisions set forth in Addendum II (Terms of Compensation) attached hereto and made a part of this Agreement. The fiscal year starts on October 1 and ends on the following September 30.

4. TRAVEL EXPENSES

Inclusive in 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 Addendum III (Travel) attached hereto and made a part of this Agreement, however, said costs and expenses shall not exceed Six Thousand Dollars and Zero Cents (\$6,000.00) annually for fiscal years 2019 through 2021 and Six Thousand Six Hundred Dollars and Zero Cents (\$6,600.00) annually for fiscal years 2022 and 2023.

5. TERMS OF PERSONNEL

DPNR through its Division of Environmental Protection personnel, will oversee activities performed under this Agreement, with the Government having the authority for final approval of all work performed under this Agreement. The Government shall designate an individual to coordinate the work under this Agreement. DPNR designates the following individual in this capacity:

Leslie Leonard
Pesticide Program Manager
Department of Planning and Natural Resources
Charles Wesley Turnbull Regional Public Library
4607 Tutu Park Mall
St. Thomas, VI 00802
Tel: 340-774-3320
Leslie.Leonard@dpnr.vi.gov

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UVI has the authority to designate individuals to coordinate the work under this MOA. UVI designates the following individuals in their respective capacity:

Project Manager:

Stafford Crossman, Assistant Director, Agriculture and Natural Resources Program
Cooperative Extension Service
RR1, Box 10000
Kinshill, VI 00850-9781
Tel: 340-692-4071
scrossm@uvi.edu

Administrative Contact:

Diahann Ryan
Interim Director – Office of Sponsored Programs
#2 John Brewers Bay
St. Thomas VI 00802
Tel: 340-693-1202

Financial Contact:

Moriah Jacobs
Grant Accounting Supervisor
#2 John Brewers Bay
St. Thomas VI 00802
Tel: 340-693-1443
Fax: 340-693-1436

Institutional Signing Official:

Dr. David Hall
President, University of the Virgin Islands
#2 John Brewers Bay
St. Thomas VI 00802
Tel: 340-693-1000

6. RECORDS

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

7. PROFESSIONAL STANDARDS

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

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8. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Agreement shall become the property of the Government and shall be turned over to it at the termination of this Agreement. 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.

9. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon the Government of the Virgin Islands to persons, firms, associations, or corporations engaged by UVI 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 UVI of whatsoever nature, including but not limited to unemployment insurance and social security taxes for UVI, its servants, agents or independent contractors.

10. ASSIGNMENT

UVI shall not subcontract or assign any part of the services or assign any part of the services under this Agreement, except as otherwise provided in this Agreement, without the prior written consent of the Government.

11. 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, costs, 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 under this Agreement and arising from any cause, except the sole negligence of the Government.

12. INDEPENDENT CONTRACTOR

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

13. GOVERNING LAW

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

14. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly

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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 Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

15. ENTIRE AGREEMENT

This Agreement 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.

16. RIGHT TO WITHHOLD

If work under this Agreement is not performed in accordance with the terms hereof, the 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 the 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 UVI or its insurance carrier, if applicable, in the event that such contest is not successful.

17. CONDITION PRECEDENT

This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Governor.

18. TERMINATION

Either party will have the right to terminate this Agreement with or without cause on ten (10) days written notice to the other party specifying the date of termination.

19. PARTIAL TERMINATION

The performance of work under this Agreement may be terminated by the Government, in part, whenever the Government shall deem such termination advisable. 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 Agreement 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 ten (10) day notice.

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20. 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 Agreement on account of race, creed, color, sex, religion, disability or national origin.

21. 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 Agreement.


22. EFFECTIVE DATE


The effective date of this Agreement shall be the day of execution of the Agreement by the Governor.

23. NOTICE

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, addressed to the parties as noted below:

GOVERNMENT:

Anthony D. Thomas
Commissioner ~~Designee~~ 
Department of Property and Procurement
3274 Estate Richmond
St. Croix, VI 00820

Jean-Pierre L. Oriol 
Commissioner ~~Designee~~
Department of Planning and Natural Resources
Charles Wesley Turnbull Regional Public Library
4607 Tutu Park Mall
St. Thomas, Virgin Islands 00802

University of the Virgin Islands:

David Hall, SJD
President
University of the Virgin Islands
St. Thomas Campus
#2 John Brewers Bay
St. Thomas VI 00802-9990

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24. LICENSURE

UVI 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.

25. OTHER PROVISIONS

Addenda I, II, and III, and Appendix I attached hereto are a part of the Agreement and are incorporated herein by reference.

26. DEBARMENT CERTIFICATION

By execution of this Agreement, UVI 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. UVI 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 UVI or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, UVI or subcontractor agrees that it shall not be entitled to payment for any work performed under this Agreement or any subcontract and that UVI or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

27. FALSE CLAIMS

UVI warrants that it shall not, with respect to this Agreement, 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. UVI acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

28. NOTICE OF FEDERAL FUNDING

UVI acknowledges that this Agreement is funded, in whole or in part, by federal funds. UVI warrants that it shall not, with respect to this Agreement, make or present any claim knowing such claim to be false, fictitious, or fraudulent. UVI acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

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

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

[Signature]

[Signature]

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

8/5/19
Date

[Signature]

[Signature]

Anthony D. Thomas, Commissioner
Department of Property and Procurement

9/5/19
Date

UNIVERSITY OF THE VIRGIN ISLANDS

[Signature]

[Signature]

David Hall, SJD
President

7/31/2019
Date

APPROVED:

[Signature]

Honorable Albert Bryan Jr.
GOVERNOR OF THE VIRGIN ISLANDS

Date: 10/31/19

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:

[Signature]
RAG

Date 9/12/19

PURCHASE ORDER NO.

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of Agreement No. _____ entered into between the Department of Property and Procurement and the University of the Virgin Islands

Anthony D. Thomas, Commissioner
Department of Property and Procurement

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