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### MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT (“MOA”)** is made this 1st day of June, 2020, 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”) for the benefit of the Center for Excellence in Leadership and Learning (hereinafter referred to as “CELL”).

#### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to develop a five-year strategic plan, which duties and responsibilities are more particularly described in Addendum I (Scope of Services); and

**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.

**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 the CELL.

#### 2. TERM AND EFFECTIVE DATE

The term of this MOA shall be from June 1, 2020, to September 30, 2021. 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 BOC, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay UVI for the benefit of the Center for Excellence in Leadership and Learning a sum not to exceed Forty Thousand and 00/100 Dollars (\$40,000) in accordance with the provisions set forth in Addendum II (Compensation), attached hereto and made a part of this MOA.



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#### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, materials production, 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 Ten Thousand and 00/100 Dollars (\$10,000).

#### **5. RECORDS**

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

#### **6. PROFESSIONAL STANDARDS**

UVI 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.**

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 CELL or by any other person or entity except upon the written permission of the Government.

#### **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 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 Contractor of whatsoever nature, including, but not limited to, unemployment insurance and social security taxes for UVI, its servants, agents or independent contractors.

#### **9. ASSIGNMENT**

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



## **10. 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.

## **11. 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.

## **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 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



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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.

#### **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 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 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**

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.

#### **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:



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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 Brewer's Bay  
St. Thomas, VI 00802

## **22. OTHER PROVISIONS**

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

## **23. 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.



**24. FALSE CLAIMS**

UVI 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. UVI acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

**25. 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**

<u>Peter Abrahams</u>	<u>Wynnie Testamark</u> Wynnie Testamark, Director Bureau of Corrections	<u>9/18/2020</u> Date
<u>Magdalene A. Francis</u>	<u>Anthony D. Thomas</u> Anthony D. Thomas, Commissioner Department of Property and Procurement	<u>10/15/2020</u> Date

**UNIVERSITY OF THE VIRGIN ISLANDS**

<u>Una Dyer</u>	<u>David Hall</u> David Hall, SJD, President University of the Virgin Islands	<u>9/18/2020</u> Date
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APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: Paul McDonald Date 10/14/2020

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