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## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT (“MOA”)** is made this day of 3rd of May 2022 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Public Works, and the Virgin Islands Bureau of Corrections, each a “Party” or collectively “Parties,” through the Department of Property and Procurement.

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to maintain roadsides and guts, which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, Virgin Islands Bureau of Corrections was selected in accordance with 31 V.I.C. § 239(a)(8) because of the allowances in Title 31 V.I.C. § 1(b) and Title 5, Subtitle 3, Part III, Chapter 401, §4509(d); and

**WHEREAS**, Virgin Islands Bureau of Corrections represents that it is willing and capable of providing such services.

**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

Bureau of Corrections will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM AND EFFECTIVE DATE

This MOA shall be effective upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement and shall terminate One (1) year thereafter. The Government in its sole discretion shall have the option to renew this MOA for a period of one (1) additional year subject to the same terms noted herein, by providing the Bureau of Corrections with sixty (60) days written notice of the Government’s election to renew.

### 3. COMPENSATION

Department of Public Works, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay the Virgin Islands Bureau of Corrections a sum not to exceed **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)** 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, 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 MOA, however, said costs and expenses shall not exceed (\$ N/A).

**5. RECORDS**

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

**6. PROFESSIONAL STANDARDS**

BOC agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands. Inmate crews shall be attired in their standard prison uniforms.

**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 the Bureau of Corrections or by any other person or entity except upon the written permission of the Government.

**8. ASSIGNMENT**

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

**9. INDEPENDENT CONTRACTOR**

Not applicable.

**10. 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.



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#### 11. 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, the Government will have the right to withhold any payment due to the BOC, such sums as DPW may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, DPW may apply such sums in such manner as DPW may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the BOC in writing in the event that it elects to exercise its right to withhold.

#### 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 MOA with or without cause on 10 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 DPW, in part, whenever the Government shall deem such termination advisable by providing 10 days' written notice to the Bureau of Corrections. This partial termination shall be effected by delivering to the BOC 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 BOC shall be entitled to receive payment for services provided to the date of termination, including payment



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for the period of the 10-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**

Bureau of Corrections 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:

**GOVERNMENT**

Anthony D. Thomas  
Commissioner Department of Property and Procurement  
8201 Sub Base, Third Floor  
St. Thomas, VI 00802

Derek Gabriel, Commissioner  
Department of Public Works  
8244 Subbase  
St. Thomas, VI 00820

Wynnie Testamark, Director  
Virgin Islands Bureau of Corrections  
Bureau of Corrections  
9909 Industrial Park  
Kingshill, VI 00850-9970

**22. LICENSURE**

Bureau of Corrections covenants that it has:

- (c) obtained all of the applicable licenses or permits, permanent, temporary, or otherwise as required by Title 27 of the Virgin Islands Code; and
- (d) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands



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Code pertaining to professions and occupations.

**23. OTHER PROVISIONS**

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

**24. FALSE CLAIMS**

BOC 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. Bureau of Corrections acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

**25. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES**

A facsimile, electronic or digital signature on this MOA 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**

Derek Gabriel, Commissioner  
Department of Public Works

3/10/2022  
Date

Anthony D. Thomas, Commissioner  
Department of Property and Procurement

5/3/2022  
Date

Wynnie Testamark, Director  
Bureau of Corrections

2/16/2022  
Date

**APPROVED AS TO LEGAL SUFFICIENCY**

DEPARTMENT OF JUSTICE BY:   
Assistant Attorney General

5/3/2022  
Date

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