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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION ET. AL AND  
THE ST. CROIX FOUNDATION FOR COMMUNITY DEVELOPMENT  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 1<sup>st</sup> day of July, 2022, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands on behalf of the Department of Education, (hereinafter referred to as "VIDE") of 1834 Kongens Gade, St. Thomas, VI 00802; Department of Health (hereinafter referred to as "VIDOH") of Charles Harwood Medical Complex, 3500 Est. Richmond, St. Croix, VI 00820; Department of Human Services hereinafter referred to as "VIDHS") of 1303 Hospital Ground, Knud Hansen Complex, Building A, St. Thomas, VI 00802; Department of Labor (hereinafter referred to as VIDOL) of 2353 Kronprindsens Gade, St Thomas VI 00802; University of the Virgin Islands (hereinafter referred to as UVI) of 2 John Brewers Bay St. Thomas, USVI 00802-6004; Virgin Islands Police Department (hereinafter referred to as VIPD); Department of Justice (hereinafter referred to as VIDOJ) of 3438 Kronprindsens Gade GERS Building 2nd Floor, St Thomas 00802; Bureau of Economic Research (hereinafter referred to as BER) of 8201 Sub Base VI Charlotte Amalie West, St Thomas, 00802; Department of Sports, Parks and Recreation (hereinafter referred to as VIDSPR) of 8201 Subbase Suite 2. St. Thomas VI 00802; St. Croix Foundation for Community Development (herein referred to as SCF) of 1023 Market Street, Christiansted, VI 00820; each a "Party" or "agency", collectively "Parties," "agencies" or "government" through the Department of Property and Procurement (hereinafter referred to as DPP).

**WITNESSETH:**

**WHEREAS**, pursuant to Title 3, Section 96 of the Virgin Islands Code, the Virgin Islands Department of Education (VIDE) is responsible for promoting the cause of education, and achieving a high level of general education throughout the Virgin Islands, and is authorized to exercise such powers, and perform such other duties and functions, as may be prescribed by law, to fulfill this duty; and

**WHEREAS**, pursuant to Title 3 Section 23 and 418 and Title 19, Section 1 of the Virgin Islands Code, the Virgin Islands Department of Health (VIDOH) is responsible for the promotion and protection of Health care in the territory with authority to provide general medical and surgical care of acceptable standards; and.

**WHEREAS**, pursuant to Title 34, section 254 of the Virgin Islands Code, the Department of Human Services (VIDHS) has authority and jurisdiction to cooperate with the United States Department of Health and Human Services and other agencies, whether federal, State or territorial in carrying out, the provisions of the Federal Vocational Rehabilitation Act, as amended; and, pursuant to cooperative and other arrangements where necessary, cooperate with, and utilize the services of other agencies as necessary



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**WHEREAS**, pursuant to Title 24, Chapters 7,10, 16 and 19, the Department of Labor (VIDOL) is responsible for monitoring and regulating public and private employment services, Apprenticeship programs and Standards, Youth Transitional Employment Program, Child Labor, and keeping of certain personnel records; and

**WHEREAS**, pursuant to Title 17 VIC section 454(b), the University of the Virgin Islands (UVI) shall provide instructions, conduct research and disseminate knowledge in the liberal arts and sciences and such other branches of advanced learning; and

**WHEREAS**, pursuant to Title 3 VIC section 257, the Virgin Islands Police Department (VIPD) shall exercise general control over the enforcement of the laws relating to public safety, and shall administer a police system providing police service for the protection of persons and property within the jurisdiction of the Virgin Islands; and

**WHEREAS**, pursuant to Title 4 Judiciary Chapter 1(a), the Department of Justice (VIDOJ) shall be vested in a court of general jurisdiction created by section 21 of the Revised Organic Act of the Virgin Islands, approved July 22, 1954, as amended, designated the "District Court of the Virgin Islands", and in courts of the local jurisdiction to be designated the "Superior Court of the Virgin Islands" and the court of last resort established pursuant to section 21(b) of the Revised Organic Act, "The Supreme Court of the Virgin Islands. Each Court a court of record.

**WHEREAS**, pursuant to Title 3 VIC subsection 4(b), the Bureau of Economic Research (BER) shall regularly conduct special research projects in the form of briefing papers and special analyses or surveys and produce routine statistical reports on the state of the economy of the Virgin Islands.

**WHEREAS**, pursuant to Title 32 Chapter 19 sub section 361-363, the Department of Sports, Parks and Recreation (VIDSPR) shall ensure that adequate recreation resources is desirable to all levels of government and private levels to take prompt and coordinated action to the extent practicable without diminishing or affecting their respective powers and functions to conserve, develop, and utilize such resources for the benefit and enjoyment of the people of the Virgin Islands.

**WHEREAS**, SCF is an organization with interest in promoting community development throughout the territory and was selected by the Annie E. Casey Foundation (AECF), a national philanthropy focused on child wellbeing, to lead the "KIDS COUNT" initiative in the U.S. Virgin Islands, and,

**WHEREAS**, in order to promote the KIDS COUNT mandate in the territory, the SCF has been charged with the collection, analysis, and sharing of data with AECF and in the U.S. Virgin Islands, and has requested assistance from the VIDE, VIDOJ, VIDHS, VIDOL, UVI, VIDOJ, VIDOJ, BER, and VIDSPR.

**WHEREAS** the aforesaid agencies have all agreed to partner with SCF to establish the said database,

**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:



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### 1. TERM AND EFFECTIVE DATE

This MOU shall be effective upon the date of execution of this MOU by the Commissioner of the Department of Property and Procurement and shall terminate September 30, 2024. The Government in its sole discretion, shall have the option to renew this MOU for a period of two (2) additional two (2) year terms each subject to the same terms noted herein, by providing the SCF with 60 days written notice of the Government's election to renew.

### 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.

### 3. RESPONSIBILITIES/ TASKS

#### 3.1 The SCF shall:

- a. Communicate with partnering governmental agencies individually to discuss and approve required Data Indicators/Points to be collected. A sample of the Data Indicators that will be included but is subject to change will be attached in Appendix I, II, III, IV, V, VI, VII, VIII and IX;
- b. Receive and analyze data;
- c. Identify outliers, trends, and communicate relevant findings with agencies;
- d. Share data and findings with agencies, the Virgin Islands Community and Annie E. Casey Foundation via Kids Count USVI Data Books and other communications;
- e. Preserve the confidentiality of data received.

#### 3.2 The agencies shall:

- a. Each designated representative will appoint a direct contact from its respective agency who is familiar with and responsible for data collection and analysis to work with SCF and to coordinate data collection across all relevant agency departments; and
- b. Collect and submit to SCF information in line with the list of Data Indicators/Points received annually from the SCF, the specifics of which will be mutually agreed upon with each agency.

### 4. DESIGNATED REPRESENTATIVE

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

#### The VIDE designates:

Victor Somme III

Assistant Commissioner of Education

Virgin Islands Department of Education

No. 2133 Hospital Street

Christiansted, Virgin Islands 00820



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**The Department of Health designates:**

Justa E. Encarnacion, Commissioner  
Department of Health  
1303 Hospital Ground – Suite 10  
St. Thomas, VI 00802

**The Department of Labor designates:**

Gary Molloy, Commissioner  
Department of Labor  
2353 Kronprindsens Gade,  
St. Thomas VI 00802

**The Department of Human Services designates:**

Kimberly Causey-Gomez, Commissioner  
Department of Human Services  
1303 Hospital Ground, Knud Hansen Complex, Building A,  
St. Thomas, VI 00802

**The University of the Virgin Islands designates:**

David Hall, President  
University of the Virgin Islands  
2 John Brewers Bay  
St. Thomas, USVI 00802-600

**The Virgin Islands Police Department designates:**

Ray Martinez, Commissioner  
VI Department of Police  
Alexander Farrelly Criminal Justice Center  
St Thomas, VI 00802

**The Department of Justice designates:**

Denise George, Attorney General  
3438 Krondprindsens Gade  
GERS Building 2nd Floor  
St Thomas 00802

**The Bureau of Economic Research designates:**

Allison DeGazon, Director  
8201 Sub Base  
Charlotte Amalie West  
St Thomas, 00802





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**The Department of Sports, Parks and Recreation designates:**

Calvert White, Commissioner  
8201 Subbase Suite 2  
St. Thomas VI 00802

**The SCF designates:**

Deanna James, President  
St. Croix Foundation Inc.  
1023 Market Street,  
Christiansted, VI00820

## **5. OTHER PROVISIONS:**

Appendix I, II, III, IV, V, VI, VII, VIII and IX attached hereto are a part of this MOU and are incorporated herein by reference.

## **6. LIABILITY OF OTHERS**

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

## **7. ASSIGNMENT**

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

## **8. INDEMNIFICATION**

The SCF 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 St. Croix Foundation under this MOU and arising from any cause, except the sole negligence of Government.

## **9. 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.

## **10. 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



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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.

#### **11. 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 between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

#### **12. 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.

#### **13. TERMINATION**

Either party will have the right to terminate this MOU with or without cause on sixty (60) days written notice to the other party specifying the date of termination.

#### **14. 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.

#### **15. CONFIDENTIALITY**

Parties to this MOU shall comply with any and all local and federal laws regarding confidentiality as to the information herein contained, unless such information is released in compliance with any local or federal law or upon obtaining proper authorization from a party to this memorandum with appropriate notice to other parties.

#### **16. CONFLICT OF INTEREST**

Both Parties covenant 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 MOU.

#### **17. 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 Subbase, Suite 4  
St. Thomas Virgin Islands 00802



Racquel Berry-Benjamin, Commissioner  
Department of Education  
1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands 00802



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Justa E. Encarnacion  
Commissioner  
Department of Health  
1303 Hospital Ground – Suite 10  
St. Thomas, VI 00802

Gary Molloy  
Commissioner  
Department of Labor  
2353 Kronprindsens Gade, St. Thomas VI  
00802

Kimberly Causey-Gomez  
Commissioner  
Department of Human Services  
1303 Hospital Ground, Knud Hansen Complex, Building A,  
St. Thomas, VI 00802

David Hall, President  
University of the Virgin Islands  
2 John Brewers Bay  
St. Thomas, USVI 00802-600

Ray Martinez, Commissioner  
VI Police Department  
Alexander Farrelly Criminal Justice Center  
St. Thomas, VI 00802

Denise George, Esq.  
Attorney General  
Department of Justice  
3438 Kronprindsens Gade GERS Building  
2nd Floor  
St. Thomas 00802



Allison DeGazon, Director  
Bureau of Economic Research  
8201 Sub Base  
Charlotte Amalie West  
St. Thomas, 00802



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Calvert White, Commissioner  
Department of Sports, Parks and Recreation  
8201 Subbase Suite 2  
St. Thomas VI 00802

Deanna James, President  
St. Croix Foundation for Community Development  
1023 Market Street  
Christiansted, VI 00802

**18. FASCIMILE, 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:

ST CROIX FOUNDATION FOR COMMUNITY  
DEVELOPMENT dba ST. CROIX FOUNDATION

*Tennadea  
Carbon-Richards*  
*[Signature]*

*[Signature]*  
Deanna James, President

4-7-22  
Date

GOVERNMENT OF THE VIRGIN ISLANDS

*[Signature]*

*Racquel Berry-Benjamin*  
Racquel Berry-Benjamin  
Commissioner  
Department of Education

5/13/2022  
Date

*Dennis A Dunlop-Harley*

*Justa E. Encarnacion*  
Justa E. Encarnacion  
Commissioner  
Department of Health

5/22/2022  
Date

*[Signature]*

*Kimberly Causey-Gomez*  
Kimberly Causey-Gomez  
Commissioner  
Department of Human Services

05.17.2022  
Date

*Gary A. Molloy*

*[Signature]*  
Gary A. Molloy, Commissioner  
Department of Labor

05/17/2022  
Date

*[Signature]*

*David Hall*  
David Hall, President  
University of the Virgin Islands

05/17/2022  
Date

*[Signature]*

*[Signature]*  
Ray Martinez, Commissioner  
VI Police Department

05/18/2022  
Date



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*Denise George*

*Denise George*

Denise George, Esq.  
Attorney General  
Department of Justice

6/30/22  
Date

*ADG*

*Allison DeGazon*

Allison DeGazon, Director  
Bureau of Economic Research

5/17/2022  
Date

*Calvert White*

*Calvert White*

Calvert White, Commissioner  
Department of Sports, Parks and Recreation

5/12/2022  
Date

*Anthony D. Thomas*

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

7/1/2022  
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

*Caul E. McDonald*  
Assistant Attorney General  
Date 7/1/2022