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**MEMORANDUM OF UNDERSTANDING BETWEEN THE VIRGIN ISLANDS  
DEPARTMENT OF EDUCATION, THE GOVERNMENT OF THE VIRGIN  
ISLANDS, AND THE VIRGIN ISLANDS CONSERVATION SOCIETY, INC.  
THROUGH THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is made this 21st day of February, 2023 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 Education** (hereinafter referred to as "Government") and **Virgin Islands Conservation Society, Inc.** (hereinafter referred to as "Virgin Islands Conservation Society, Inc.").

**WITNESSETH:**

**WHEREAS**, the Government is in need of the services of a Contractor to provide young people who care about environmental issues, and who wish to make a positive change in the environment around them an opportunity to participate in the "Eco-Schools" program" as an ideal way for fostering environmental awareness in the entire school in a way that links to many curriculum subjects and to which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Virgin Islands Conservation Society, Inc. was selected in accordance with 31 V.I.C. § 239(a)(8) in which the Virgin Islands Conservation Society is the only environmental education program in the Virgin Islands which is student initiated; and

**WHEREAS**, Virgin Islands Conservation Society, Inc. represents that it is willing and capable of providing such services.

**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**, the Virgin Islands Conservation Society, Inc. is a local nonprofit organization that supports the protection of natural resources through member services, program development, training, leadership development, sustainable environmental education, environmental certifications, and government relations;

**WHEREAS**, the agencies have a common interest in ensuring the integration of environment-based program to improve student environmental literacy and skills. In addition to direct

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environmental benefits, the program helps to dramatically improve student skills in Science, Technology, Engineering, Arts and Math (STEAM). It is also a proven framework for promoting youth leadership and community service; and

**WHEREAS**, the agencies desire to combine efforts in ensuring hands-on learning opportunities and support inquiry-based education, critical thinking, use of technology and problem solving by educating students in environmental issues such as conservation, healthy lifestyle, and national and global links. The Eco-Schools model enhances the content and teaching methods while engaging the students in a positive transformation of their physical, social, and mental learning environments, while also providing financial savings and improved aesthetics to schools and school campuses by entering into this MOU.

**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**

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 (1) one year thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of two (2) additional periods of one (1) year subject to the same terms noted herein, by providing Virgin Islands Conservation Society, Inc. with sixty (60) days written notice of the Government's election to renew.

#### **2. COMPENSATION**

The Virgin Islands Department of Education, Inc. in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay the Virgin Islands Conservation Society, Inc. a sum not to exceed \$0.00.

#### **3. 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 Contract, however, said costs and expenses shall not exceed (N/A).

#### **4. RECORDS**





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Virgin Islands Conservation Society, Inc. when applicable, will present documented precise records of time and/or money expended under this Contract.

## 5. PROFESSIONAL STANDARDS

Virgin Islands Conservation Society, Inc. agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

## 6. DOCUMENTS, PRINTOUTS, ETC.

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this MOU shall become the property of the Government and shall be turned over to it at the termination of this MOU. The above described materials shall not be used by the Virgin Islands Conservation Society, Inc. or by any other person or entity except upon the written permission of the Government.

## 7. RESPONSIBILITIES/ TASKS

**Eco-Schools:** Most young people care about environmental issues, and wish to make a positive change in the environment around them. The Eco-Schools program provides an ideal way for fostering environmental awareness in the entire school in a way that links to many curriculum subjects. Eco-Schools in the Virgin Islands are sponsored by the Virgin Islands Conservation Society, Inc.

7.1 The Virgin Islands Conservation Society, Inc. shall be responsible for:

- (a) Maintaining current and active membership with the Eco Schools International including but not limited to Annual Membership Dues, Eco-School Levy, General Assembly and Eco Schools National Operator Meeting Attendance.
- (b) Mentorship and Guidance to the "Eco Territorial Representative" which is the Virgin Islands Conservation Society, Inc.
- (c) Ensure the "Eco Territorial Representative" is following the appropriate International Eco-Schools guidelines, especially with data collection and reporting.
- (d) Virgin Islands Conservation Society, Inc. will cover any other expenses pertaining to the "Eco Territorial Representative's" duties.
- (e) Virgin Islands Conservation Society, Inc. will submit the candidates-programmers for approval, maintain management, maintain performance and reporting oversight of Eco-Schools managers.

7.2 Department of Education shall be responsible for:

- (a) contracting two (2) Eco-Schools Program Managers as independent contractors for 30 hours a week each at the rate of \$25/hr. The Eco-Schools Programmers are hired to



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develop, implement, and facilitate the Eco-Schools program in the US Virgin Islands public schools.

(b) providing students and sites for the Eco-School programs.

## **8. DESIGNATED REPRESENTATIVE**

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

Department of Education designates:

Desha Powell  
Deputy Superintendent, STSJ  
1834 Kongens Gade  
St. Thomas, Virgin Islands 00802

The Virgin Islands Conservation Society, Inc. designates:

Ann Marie Hoffman  
Executive Director  
Virgin Islands Conservation Society  
Eco-Schools USVI  
4126 Anna's Retreat, Suite 102,  
St Thomas, U.S. Virgin Islands, 00802

## **9. 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 as servants, agents, or independent contractors, or in any other capacity of the Virgin Islands Conservation Society, Inc. whatsoever, or make Government liable to any such persons, firms associations, or corporations for the acts, omissions, liabilities, obligations and taxes of the Virgin Islands Conservation Society, Inc. of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Virgin Islands Conservation Society, Inc., its servants, agents or independent contractors.

## **10. ASSIGNMENT**

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

## **11. INDEPENDENT CONTRACTOR**

Virgin Islands Conservation Society, Inc. shall perform this MOU as an independent





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contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## 12. INDEMNIFICATION

Virgin Islands Conservation Society, Inc. 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 under this MOU and arising from any cause, except the sole negligence of Government.

## 13. 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.

## 14. 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.

## 15. INSURANCE


Virgin Islands Conservation Society, Inc. shall maintain the following insurance coverages during the term of this MOU

- (a) **COMMERCIAL GENERAL LIABILITY:** Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. The public liability/ commercial general liability insurance shall have a minimum limit of not less than one million dollars (\$1,000,000.00) for anyone per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage.

## 16. ENTIRE UNDERSTANDING

This MOU constitutes the entire Understanding of the parties relating to the subject matter

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addressed in this Understanding. This MOU supersedes all prior communications, MOUs, or Understandings between the parties with respect to the subject matter addressed in this Understanding, whether written or oral.

#### **17. CONFIDENTIALITY**

Parties to this Understanding 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 Understanding with appropriate notice to other parties.

#### **18. 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.

#### **19. TERMINATION**

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

#### **20. PARTIAL TERMINATION**

The performance of work under this MOU may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing sixty (60) days written notice to the Virgin Islands Conservation Society, Inc. This partial termination shall be effected by delivering to the Virgin Islands Conservation Society, Inc. a Notice of Partial Termination specifying the extent to which the term and/or duties under this MOU are terminated and the date upon which such termination becomes effective. The Virgin Islands Conservation Society, Inc. shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the sixty (60) day notice.

#### **21. 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.

#### **22. 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





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performed under this MOU.

### 23. FALSE CLAIMS

Virgin Islands Conservation Society, Inc. warrants that it shall not, with respect to this MOU, 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. Virgin Islands Conservation Society, Inc. acknowledges that making such a false, fictitious or fraudulent claim is an offense under Virgin Islands law.

### 24. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

### 25. 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

Dionne Wells-Hedrington  
Commissioner  
Department of Education  
1834 Kongens Gade  
St. Thomas, Virgin Islands 00802

Ann Marie Hoffman  
Executive Director  
Virgin Islands Conservation Society, Inc.  
Eco Schools USVI  
4126 Anna's Retreat,  
St Thomas, U.S. Virgin Islands, 00802



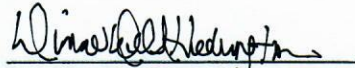
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## 26. OTHER PROVISIONS

Addendum I attached hereto are a part of this MOU and are incorporated herein by reference to the MOU

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

### GOVERNMENT OF THE VIRGIN ISLANDS



Dionne Wells-Heddrington, Commissioner  
Department of Education

2/4/2023

Date



M.A. Lisa M. Alejandro, Acting Commissioner  
Department of Property and Procurement

2/21/2023

Date

### VIRGIN ISLANDS CONSERVATION SOCIETY, INC.



Jason Budsan, President  
Virgin Islands Conservation Society, Inc.

2/1/23

Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:



Assistant Attorney General

Date 2/17/2023

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