

U.S. Department of Homeland Security  
FEMA USVI Caribbean Area Office  
4500 Sunny Isle Shopping Center  
Unit 37, 38  
Christiansted, VI 00820



**FEMA**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
FEDERAL EMERGENCY MANAGEMENT AGENCY REGION 2  
AND  
THE UNITED STATES VIRGIN ISLAND TERRITORIAL  
EMERGENCY MANAGEMENT AGENCY**

1. PARTIES. The parties to this Agreement are the Federal Emergency Management Agency (FEMA), Region 2, and the United States Virgin Islands Territorial Emergency Management Agency.
2. AUTHORITY.
  - A. FEMA has entered into this Agreement pursuant to the following authorities:
    - i. Homeland Security Act of 2002, Pub. L. No. 107-296, §§ 503, 504, and 507 (2002) (codified as amended at 6 U.S.C. §§ 313, 314, and 317)
    - ii. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288, §§ 201, 306, 402, 403, 406, 407, 502, and 701 (1974) (codified as amended at 42 U.S.C. §§ 5-131, 5149, 5170a, 5170b, 5172, 5173, 5192, 5201(b))
    - iii. DHS Delegation of Authority No. 9001.1, Delegation to the Administrator of the Federal Emergency Management Agency (Dec. 10, 2010)
    - iv. FEMA Delegation of Authority No. 0160-1, Delegation of Authority to the Regional Administrators (Mar. 2, 2016)
  - B. VITEMA has entered into an Agreement pursuant to the following authorities:
    - i. V.I. Code Title 23 Section 1006
    - ii. Executive Order 304-1987
3. PURPOSE. The purpose of this Agreement is to set forth terms by which FEMA Region 2 and VITEMA will partner with FEMA staff in the USVI for the purpose of improving collaboration and enhancing the relationship between the agencies by making FEMA employees more easily accessible to the VITEMA through the FEMA Integration Teams (FIT) Program. FIT members will be located at a nearby FEMA facility with easy access to VITEMA partners.

#### 4. RESPONSIBILITIES:

##### A. FEMA Region 2 agrees to:

- i. Select, orient, train, and equip qualified FEMA staff to embed in and perform the functions of a FEMA employee alongside their VITEMA counterparts. FEMA employees may assist the VITEMA employees by collaborating and coordinating with the jurisdiction and providing information and training to build, sustain and improve the jurisdiction's capability to prepare for, protect against, respond to, recover from, and mitigate all hazards.
- ii. Positions to be embedded within VITEMA, may include the following, subject to availability:
  - a. **Hazard Mitigation Specialist** - This individual will work with local partners to build capability at the territory level so they may more rapidly assess risk and develop risk reduction strategies and plans to enhance statewide resiliency. The individual will help the territory efforts to obtain and deliver information to appropriate staff members, perform analysis and follow-up, verify program amounts, complete final inspections, and foster state-federal relationships and strategic planning.
  - b. **The Preparedness Specialist** shall assist territory officials and regional program staff in the communication, coordination, delivery, and the building of inter-agency collaboration as it relates to the FEMA Integration Team program. This individual will provide guidance on the Preparedness and Resilience portfolios which include but are not limited to, training and exercise (T&E), individual and community preparedness (ICP), continuity (COOP), and emergency management (EM). This individual may also provide FEMA technical assistance (TA) on preparedness programs such as Community Emergency Response Teams (CERT), Threat and Hazard Identification and Risk Assessment (THIRA), Stakeholder Preparedness Reviews (SPR), Continuous Improvement Programing (CIP), Climate Adaptation, Public/Private Sector integration to include Business Emergency Operation Center (BEOC) support where applicable, in effort to build capacity and empower communities to be more resilient in the face of all hazards.
  - c. **Operations Planner** - This subject matter expert will provide operational planning related technical support and guidance on mission areas to include, but not be limited to crisis action planning, deliberate planning, geographic and functional operations, and resource requests. The individual will train, coach and mentor members of Emergency Operations Center staff and Incident Management Teams at all levels of government across all facets of operations and planning during steady state, incidents, and events. The Operational Planner will analyze capability gaps determined by stakeholders in territory level deliberate plans and provide input during the development, maintenance, and review of Regional and National plans to address identified potential operations centric lines of effort for which Federal assistance may be requested during all hazards response scenarios.

- d. **Logistics Planner** –This subject matter expert will provide logistical related technical support and guidance on mission areas to include, but not be limited to transportation, commodities, ordering and receiving processes, and facilities. The individual will train, coach and mentor members of Emergency Operations Center staff and Incident Management Teams at all levels of government across all facets of logistics during steady state, incidents, and events. The Logistics Planner will analyze capability gaps determined by stakeholders in territory level deliberate plans and provide input during the development, maintenance, and review of Regional and National plans to address identified potential logistics centric lines of effort for which Federal assistance may be requested during all hazards response scenarios.
- e. **Individual Assistance Program Specialist** - This individual will serve as a Liaison to the Region 2 Recovery Division Individual Assistance Branch and the FEMA Caribbean Area Office. The individual will provide guidance, access and technical assistance on FEMA's Individual Assistance programs throughout the Recovery lifecycle, from Initial Damage Assessments and declaration factors for Individual Assistance, different program requirements, documentation and deadlines, as well as programmatic and financial closeouts. The individual will support territory partners involved in planning and executing mass care strategies and encourage whole community planning and coordination when implemented. The individual will also liaise with the territory to assess annual progress in capacity building as result of training and exercises as well as real-life events and develop join strategies to continue to advance state capabilities. The ultimate goal is to advance the territory's capability to lead recovery operations and execute Individual Assistance program to meet the needs of survivors after a declared event.
- f. **Public Assistance Program Specialist** – This individual will serve as Liaison to the Region 2 Recovery Division Public Assistance Field Operations, Regional Operations Branches and the FEMA Caribbean Area Office. The individual will work with territory partners to provide guidance, access and technical assistance to implement the Public Assistance program throughout the Recovery lifecycle, from Initial Damage Assessment and declaration factors for Public Assistance, and how to prepare projects to seek reimbursement per the Public Assistance National Delivery Model, from formulation thru obligation, disbursement and closeout. The individual will also liaise with the territory to assess annual progress in capacity building as result of training and exercises as well as real-life events and develop join strategies to continue to advance territory capabilities. The ultimate goal is to advance the territory's capability to lead recovery operations and execute Public Assistance program to reimburse eligible applicants for damages claimed as result of a declared event.
- g. **Grants Management Specialist** – The Grants Management Specialist (GMS) will provide technical assistance in the execution of the full grants management life cycle. This will include the following services: expert advice on the application of 2CFR200 in the management of your awards to include, pre-award and award application planning, allowability of grant costs; appropriations law interpretation, management of period of performance, administrative cost management, internal

controls reviews, guidance on closeout projections, strategy and management and targeted grants management training or workshops. The GMS can also provide advice on alternative funding streams to execute on priorities.

- iii. Conduct employee performance evaluations.
- iv. Capture lessons learned and best practices for continuous improvement of the FEMA FIT program Nation-wide.
- v. Ensure that FIT members are equipped with FEMA IT equipment, to include laptops and mobile devices, to perform their assigned missions and access the FEMA enterprise network securely.
- vi. Perform a Public Trust background check on all FIT employees.

B. VITEMA agrees to perform the following responsibilities on a non-reimbursable basis:

- i. Provide an initial timeline and desired outcomes for FIT implementation in VITEMA.
- ii. VITEMA will facilitate FIT coordination across the U.S. Virgin Island government agencies for aspects of FEMA programs' execution beyond response operations (e.g., coordination with the Office of Disaster Recovery for Public Assistance grants management and closeouts; and coordination with the Department of Human Services for Individual Assistance program activations, execution, and closeouts).
- iii. Ensure physical security access and access to VITEMA staff. Provide workspace, when possible, external internet as necessary, access in order to provide a secure connection between the FIT members and the FEMA enterprise network, and any other logistical support required to enable FIT members to function effectively in VITEMA facilities. VITEMA reserves the right to revoke a FIT member's physical and network access for good cause at any time.
- iv. Provide training to FEMA employees on all relevant VITEMA policies, procedures, guidelines, and directives.
- v. Provide quarterly feedback to the FEMA Regional Administrator (RA) on the performance of the team and whether the FIT project is meeting expectations.
- vi. Provide lessons learned and best practices to the RA on the support provided throughout the FIT project.

## 5. POINTS OF CONTACT.

### A. FEMA Region 2:

- i. David Warrington, Regional Administrator  
1 World Trade Center, 52nd Floor  
NY, NY 10007  
David.warrington@fema.dhs.gov

212-680-3636

- ii. Russell Fox, Federal Preparedness Coordinator  
One World Trade Center, 52nd Floor  
NY, NY 10007  
russell.fox@fema.dhs.gov  
816-810-8192
- iii. Mark Walters  
Caribbean Area Office Coordinator  
Sunny Isle Shopping Center St. Croix, USVI, 00820  
mark.walters@fema.dhs.gov  
202-367-5320

B. VITEMA:

- i. Daryl Jaschen  
Director  
Virgin Islands Territorial Emergency Management Agency (VITEMA)  
VITEMA Headquarters  
8221 Estate Nisky, St. Thomas, VI 00803  
daryl.jaschen@vitema.vi.gov  
340-690-9264 mobile / 340-774-2244 office

6. OTHER PROVISIONS.

- A. The Parties understand and acknowledge that FIT personnel will remain FEMA employees whose purpose is to perform solely FEMA functions under the sole supervision and direction of FEMA, to include but not be limited to managing workloads, performance, and supervising all FIT Program individuals and teams during assignments. FIT personnel will not perform the functions of VITEMA employees or augment VITEMA staff.
- B. Although FEMA will strive to retain FIT personnel in VITEMA, the parties understand and acknowledge that every FEMA employee, including a FEMA employee assigned to the FIT Program, has regular and recurring emergency management responsibilities. All positions are subject to recall around the clock for FEMA's emergency management operations, and deployments away from the employee's duty station may be extensive in nature (weeks to months), with little advance notice.
- C. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation, or conflict with current law or regulation or the directives of FEMA or VITEMA. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect. The Parties may renegotiate the terms determined to be invalid.

- D. Nothing in this Agreement is intended to supplant or alter the existing relationships between leadership and staff of FEMA or VITEMA. Rather, the FIT program is intended to support and enhance those relationships through on site collaboration and communication.
  - E. FEMA's provision of services under the FIT Program is subject to availability of personnel and funding. FEMA retains the authority to approve requests for specific FIT technical assistance support at its sole discretion, and may discontinue specific technical assistance support, to include rotation or termination of staff, under the FIT Program at any time.
  - F. This Agreement does not authorize any sharing of records, or information retrieved from any system of records, about any individual, as those terms are defined in the Privacy Act.
  - G. The use of Federal services under this Agreement will be in compliance with the Stafford Act and regulations promulgated by FEMA guaranteeing non-discrimination, (See 42 USC 5151 and 44CFR206.11).
  - H. This Agreement is between FEMA and VITEMA and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United States, its agencies its officers, or any person; or against the Territory of the Virgin Islands, VITEMA, their officers or employees or any other person. The parties agree that the terms of this agreement are nonbinding, and the sole remedy for non-performance shall be termination, with no damages or penalty available to either party.
  - I. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
  - J. The parties to this Agreement do not agree to indemnify one another. The parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States or the Territory of the United States Virgin Islands.
    - i. The Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346 (b), 2671-2680 provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.
  - K. This Agreement is not a fiscal or funds obligation document. FEMA and VITEMA shall each remain responsible for the costs associated with their participation in this program, including the salary and travel costs of their own employees.
7. EFFECTIVE DATE. The terms of this Agreement will become effective from the date the Agreement is signed by both parties.

8. **MODIFICATION.** This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement. This Agreement may be modified only upon the mutual written consent of the parties.
9. **TERMINATION.** The terms of this Agreement, as modified with the mutual written consent of both parties, will remain in effect for four (4) years. The Agreement may be extended by mutual written agreement of the parties. Either party may terminate this Agreement upon 30 days' written notice to the other party.
10. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ELECTRONIC SIGNATURES.** The parties agree that the execution of this Agreement by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures.

**SIGNATORIES.**

The terms of this Agreement have been read and understood by the persons whose signatures appear below.

**DAVID S  
WARRINGTON**

Digitally signed by DAVID S  
WARRINGTON  
Date: 2023.06.09 15:30:11 -04'00'

Date: 6/9/2023

David Warrington, Regional Administrator  
FEMA Region 2

*Daryl Jaschen*  
Daryl Jaschen, Director  
Virgin Islands Territorial Emergency  
Management Agency

Date: 6/1/2023

*Lisa M. Alejandro*  
Lisa M. Alejandro, Commissioner Nominee  
Virgin Islands Department of Property &  
Procurement

Date: 6/21/2023

APPROVED FOR LEGAL SUFFICIENCY  
Virgin Islands Department of Justice

*Carol E. McDermott*  
Assistant Attorney General

Date: 6/21/2023