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**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION &  
THE VIRGIN ISLANDS TRACK AND FIELD FEDERATION INC.  
THROUGH  
THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND  
PROCUREMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) (hereinafter referred to as the “Agreement”) is made this 12th day of October, 2023 in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Education of 1834 Kongens Gade, St. Thomas, VI 00802, and the Virgin Islands Track and Field Federation Inc. (VITFF) of PO Box 223094, Christiansted, VI 00802, each a “Party” or collectively “Parties,” through the Department of Property and Procurement of 8201 Subbase, Suite 4, St. Thomas, VI 00802.

**WITNESSETH:**

**WHEREAS**, pursuant to Titles 3 & 17 of V.I.C. §91-100 and Title 1 of V.I.C § 41 – 60a respectively, VIDE, an executive branch department, has full authority, control and assigned ownership rights to the track and field facilities listed; and

**WHEREAS**, the World Athletics (WA) is the international governing body for the sport of athletics (track and field), which includes Track and Field, Road Running, Cross-Country, Ultra Running, Mountain Running, Trail Running, Race Walking, Masters Events and Youth Events; and

**WHEREAS**, VITFF Inc. is the track and field governing body for the Territory and is the body authorized to sanction track and field events as national, regional and international events for the Virgin Islands; it has broad responsibilities for the sport including the development of track and field athletes for the national teams including international youth, junior, masters and open competition in the Territory as well as regional and world championships in addition but not limited to World Athletics North American Central American & Caribbean (NACAC), National College Athletics Association (NCAA), National Association of Intercollegiate Athletics (NAIA), National Junior College Athletic Association (NJCAA) Championships to Central American and Caribbean (CAC), Pan American and Olympic Games.

**WHEREAS**, the parties have a long history collaborating and providing an athletic environment for the Virgin Islands community and visitors to conduct and host activities at the Track and Field Facilities [TFF];



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**WHEREAS**, the VITFF Inc. has partnered with the Government and Virgin Islands non- public schools for over the 56 years of its existence, providing for the facilitation of track and field training, coaching, competitions, track and field scholarships and opportunities for advancement as productive Virgin Islanders; and producing national team members for territorial, regional and international championships; and

**WHEREAS**, the parties seek to deepen their partnership by formalizing its relationship in this Memorandum of Understanding; and

**WHEREAS**, the Government possesses World Athletics (WA) certified facility (ies) that can officially host sanctioned, international, high school, and college standard track and field meets. (Presently, the only approved IAAF Class 2 track and field facility in the Territory at the Ivanna Eudora Kean High School);

**WHEREAS**, VITFF Inc. agrees to advise and provide consultations to VIDE on matters associated with the Department’s existing and future track and field facilities and future constructed track and field facilities; and give guidance to clubs, organizations, entities requesting use of the TFF for VITFF Inc. sanctioned track and field activities and Virgin Islands Olympic Committee [VIOC] and the Department of Sports, Parks and Recreation [DSPR] activities;

**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 five (5) years thereafter. The Government in its sole discretion, shall have the option to renew this MOU for a period of one additional 5 years subject to the same terms noted herein, by providing the VITFF Inc. 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 Department of Education shall be responsible for:



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1. Identifying a point of contact in each District.
2. Establishing the policy and procedures for the use of the TFFs.
3. VIDE shall have the exclusive right to review all VITFF Inc. requests.
4. The respective Principals shall review VITFF Inc. calendar of event proposals for approval
5. The maintenance of the TFFs
6. Ensuring the TFFs are secured.
7. Working with the VITFF Inc. to identify and secure funding for the maintenance, up-keep, and certifications of tracks

3.2 Virgin Islands Track and Field Federation Inc. shall be responsible for:

1. Monitoring the status of the TFFs as it relates to maintenance of IAAF Certification and provide the Government with the specifications as regards to the maintenance of the TFFs.
2. Create masterplan & season calendar to be submitted to VIDE each semester.
3. Complete and submit facility use forms for scheduled events at least 10 days in advance, unless otherwise agreed upon by the parties.
4. VITFF Inc. shall provide security for track & field events
5. Seeking and providing funding for purchase of necessary track and field equipment for the competition of school athletes, the VITFF Inc.'s affiliates and public.
6. Providing and installing adequate storage containers for the storage of track and field equipment in accordance with the Government's facility manager and or engineers.
7. Labeling each container with standard logos of the respective schools where they are stationed and the official VITFF Inc. affiliated entities.
8. Providing consultation to the Department of Education to allow the TFF in the territories to be of international standards. Moreover, an annual review report of the TFF will be completed and sent to the DOE by the Fall of each year.
9. Working with the VIDE to identify and secure funding for the maintenance, up-keep, and certifications of tracks



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**4. DESIGNATED REPRESENTATIVE**

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

Department of Education designates:

Mr. Kennard Callendar, Sports and Athletics Development Director

Mr. Stefan Jürgen, Insular Superintendent St. Thomas/St. John

Mr. Carlos McGregor, Insular Superintendent St. Croix

1834 Kongens Gade

St. Thomas, VI 00802

Virgin Islands Track and Field Federation Inc. designates:

Mireille O. Sankatsing-Smith, Secretary

PO Box 223094

Christiansted, VI 00822

**5. 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 the VITFF Inc. 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 The VITFF Inc. of whatsoever nature, including but not limited to unemployment insurance and social security taxes for The VITFF Inc. , its servants, agents or independent contractors.

**6. ASSIGNMENT**

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



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**7. INDEMNIFICATION**

The VITFF 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 The VITFF Inc. under this MOU and arising from any cause, except the sole negligence of Government.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. TERMINATION**

Either party has the right to terminate this MOU with or without cause on thirty (30) days written notice to the other party specifying the date of termination.



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**13. 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.

**14. 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.

**15. 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:

LISA M. ALEJANDRO  
Acting Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

KEITH A. SMITH SR.  
President  
Virgin Islands Track and Field Federation  
PO Box 223094  
Christiansted, VI 00822

DR. DIONNE WELLS-HEDRINGTON  
Commissioner  
Virgin Islands Department of Education  
1834 Kongens Gade  
St. Thomas, VI 00802

**16. INSURANCE:**

VITFF Inc. shall maintain the following insurance coverages during the term of this MOU:



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COMMERCIAL GENERAL LIABILITY: Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one hundred thousand dollars (\$100,000.00) for any one person per occurrence for death or personal injury and one hundred thousand dollars (\$100,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additionally insured via an endorsement.

**17. LICENSURE**

The VITFF Inc. covenants that it has:

1. Obtained all the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
2. Familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

**18. OWNERSHIP AND USE OF DOCUMENTS AND EQUIPMENT**

Under the provisions of this MOU, the Government and the VITFF Inc. may produce drawings, reports, specifications, other documents as well as product specific documents (collectively the “Work”) and/or purchase equipment. Unless otherwise agreed to by the Parties in writing, the Party that produces the Work or purchase equipment shall own the Work and/or equipment, including any copyright and other intellectual property rights in such Work. If the Work is jointly produced by the Government and the VITFF Inc., the Government and the VITFF Inc. will jointly own the Work, including any copyright and other intellectual property rights. Neither party will publish or otherwise distribute the Work of the other party without both the prior written consent of the other party and crediting the other party in such Work. If the Work is held jointly by both parties, the party wishing to publish or otherwise distribute the Work, would need to obtain the written consent of the other party.

**19. PROFESSIONAL STANDARDS**

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

**20. 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



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materials shall not be used by the VITFF Inc. or by any other person or entity except upon the written permission of the Government.

**21. FASCIMILE, ELECTRONIC & DIGITAL SIGNATURES**


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


**22. DISPUTES**

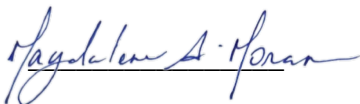
The Government and VITFF Inc. hereby agree that in the event of any dispute between the Parties relating to this MOU, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally, within sixty (60) days, the Parties agree to terminate this MOU.

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

**WITNESSES GOVERNMENT OF THE VIRGIN ISLANDS**

  
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Dr. Dionne Wells- Hedington, Commissioner Date 06/27/2023  
Department of Education

  
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Keith A. Smith Sr., President Date April 18, 2023  
Virgin Islands Track and Field Federation

  
\_\_\_\_\_  
Lisa M. Alejandro, Commissioner Designee Date October 12, 2023  
Department of Property and Procurement

**APPROVED AS TO LEGAL SUFFICIENCY**

DEPARTMENT OF JUSTICE BY:  Date 10/11/23  
ASSISTANT ATTORNEY GENERAL