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**MEMORANDUM OF AGREEMENT
BETWEEN
THE VIRGIN ISLANDS DEPARTMENT OF AGRICULTURE
&
FRESH MINISTRIES, INC.
&
THE UNIVERSITY OF THE VIRGIN ISLANDS
THROUGH
THE DEPARTMENT OF PROPERTY AND PROCUREMENT**

THIS MEMORANDUM OF AGREEMENT ("MOA") is made this 28th day of August, 2024, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, the Department of Agriculture ("VIDA") Fresh Ministries, Inc., ("Fresh Ministries") a non-profit organization, and the University of the Virgin Islands ("UVI") through the Department of Property and Procurement ("DPP").

WITNESSETH:

WHEREAS, the Virgin Islands Department of Agriculture generally has the duty to promote, administer and enforce agricultural programs in the U.S. Virgin Islands and to coordinate and cooperate in federally aided or sponsored agricultural programs sponsored or required by the Government of the United States and enter into contracts or agreements for participation in such programs, and to comply with the federal requirements for agricultural programs; pursuant to Title 3, Section 291, of the Virgin Islands Code; and

WHEREAS, the University of the Virgin Islands is empowered to provide instruction, conduct research and disseminate knowledge in the liberal arts and sciences and other branches of advanced learning as the Board of Trustees may prescribe, and to confer such academic degrees and honors as are usually conferred by similar institutions pursuant to Title 17, Section 454(b) of the Virgin Islands Code and has the duty to through its Research and Extension Program to meet the needs of the local agriculture community in increasing production, improving efficiency, developing new enterprise and protecting the natural resource base; and

WHEREAS, agencies of the Government of the Virgin Islands are empowered to cooperate with UVI to the extent necessary to enable UVI to carry out its powers and duties pursuant to Title 17, Section 467(b) of the Virgin Islands Code; and

WHEREAS, the Virgin Islands Department of Agriculture is dedicated to fostering economic development within the agricultural sector, recognizing its potential as a key driver for overall economic growth and stability in the United States Virgin Islands; and

WHEREAS, the Virgin Islands Department of Agriculture acknowledges the importance of cultivating entrepreneurship in agriculture and is committed to establishing a business incubator program to nurture and promote the growth of agricultural enterprises, thereby contributing to the diversification and expansion of the agricultural industry; and



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WHEREAS, in pursuit of sustainable agricultural practices and innovation, the Virgin Islands Department of Agriculture aims to collaborate with entities and organizations that specialize in teaching and promoting sustainable practices and innovative methods for growing food to enhance the efficiency, environmental sustainability, and productivity of the agriculture industry in the United States Virgin Islands; and

WHEREAS, Fresh Ministries, a non-profit 501(c)(3) organization with a stated mission of addressing issues of food security and climate-smart agribusiness development has built an agribusiness production and training incubator, comprised of six (6) major greenhouse structures, grow systems, support facilities and accompanying training material, on St. Croix; and

WHEREAS, Fresh Ministries is committed to transferring any and all of its rights of ownership of said structures and facilities on St. Croix to the University of the Virgin Islands; and

WHEREAS, all entities have a common interest in achieving food security goals through the promotion and support of commercial-level crop production, aiming to enhance the self-sufficiency and resilience of the Virgin Islands' food supply chain; and

WHEREAS, all entities seek to fulfill the mandate of Act No. 7660 to develop a business incubator initiative designed to foster and encourage the development of agricultural enterprises, with the aim of diversifying and expanding the agricultural industry recognizing the critical role of agriculture in ensuring food security; and

WHEREAS, all entities desire to combine efforts, resources, expertise, and shared commitment to sustainability, to establish an educational aquaponics and agribusiness center that empowers the community with world-class educational resources, food security, economic opportunities, and environmental stewardship focused on by entering into this MOA.

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 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 eighteen (18) months 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 Fresh Ministries and UVI with sixty (60) days written notice of the Government's election to renew; however, Fresh Ministries shall be released from this MOA its conveyance of ownership of the greenhouses to UVI and completion of the revitalization as contemplated by Addendum I.



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2. COSTS

The Government of the Virgin Islands Department of Agriculture will pay Fresh Ministries One Million Dollars and Zero Cents (\$1,000,000.00) within ten (10) business days of the signing of this MOA to revitalize and optimize five (5) greenhouse production facilities situated at Parcel No. 18-A Estate Bethlehem at the historic Bethlehem Old Works site in St. Croix in accordance with the project approach marked as Addendum I, attached hereto and incorporated herein by reference.

3. RESPONSIBILITIES/ TASKS

3.1 Department of Agriculture shall be responsible for:

- (a) Paying the one million dollars (\$1,000,000.00) within ten (10) business days of the signing of this MOA to Fresh Ministries toward the revitalization of the greenhouses located at Parcel No. 18-A Estate Bethlehem as outlined in Addendum I;
- (b) Establishing a working partnership with the University of the Virgin Islands to utilize the greenhouses for training, agribusiness development, commercial crop production;
- (c) Establishing a council to ensure the success of the greenhouse and the partnership with The University of the Virgin Islands where the Commissioner of Agriculture maintains the leadership role; and
- (d) Complying with all requirements of the U.S. Economic Development Authority.

3.2 Fresh Ministries shall be responsible for:

- (a) Completing the upgrades identified in the U.S.V.I. Aquaponics and Agribusiness Proposal, as described in Addendum I attached hereto and made a part hereof;
- (b) Transferring all ownership and possessory interests Fresh Ministries has in the six (6) greenhouses (the facilities) to the University of the Virgin Islands (UVI) within ten (10) days of the receipt of the aforementioned funds;
- (c) Amending the existing MOU between St. Croix Farmers in Action, Inc. (FIA) and Fresh Ministries wherein Fresh Ministries has the right to construct and operate the facilities on land leased by FIA from VIDA. The amendment of the MOU shall provide that the University of the Virgin Islands be named as a substitution for Fresh Ministries in the agreement between Fresh Ministries and FIA. Fresh Ministries shall provide a copy of the amended MOU to the Government and UVI within ten (10) business days of the signing of this MOA; and



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- (d) Providing any transitional training to UVI and VIDA, for a reasonable time, to facilitate the use of the revitalized greenhouses, its equipment, and technology.

3.3 The University of the Virgin Islands shall be responsible for:

- (a) Applying for and perfecting an application for reassignment of Award No. 01-01-14622 to the United States Department of Commerce as a qualified recipient;
- (b) Taking all reasonable steps to qualify as a recipient of Award No. 01-01-14622;
- (c) Upon approval as a qualified recipient of an Award reassignment, UVI will execute, in good faith, a Covenant of Purpose, Use and Ownership with the Department of Commerce;
- (d) Entering into an agreement with the United States Virgin Islands Department of Agriculture ("VIDA"), providing that UVI will utilize the greenhouses for training, agribusiness development, and commercial crop production; and
- (e) Permitting the ongoing use by FIA of one (1) of the three (3) smaller greenhouses (Greenhouse 5) in the facility to train FIA members as well to grow produce in accordance with the terms of the existing MOU with FIA, as amended from time to time.

4. DESIGNATED REPRESENTATIVES

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

Department of Agriculture designates:
Louis E. Petersen, Ph.D., Commissioner
1 Estate Lower Love, Kingshill, VI 00850

Fresh Ministries designates:
The Reverend Doctor Robert Vernon Lee, CEO
P.O. Box 5978, Christiansted, VI 00823-5978

The University of the Virgin Islands designates:
Dr. David Hall, President, RR1 Box 10000, Kingshill, VI 00850

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 Fresh Ministries 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 Fresh Ministries of whatsoever nature, including but not limited to



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unemployment insurance and social security taxes for Fresh Ministries, its servants, agents or independent contractors.

6. ASSIGNMENT

No Party shall subcontract or assign any part of the services or responsibilities under this MOA.

7. INDEMNIFICATION

Fresh Ministries agrees to indemnify, defend and hold harmless the Government and the University 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 the Government and/or the University may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Fresh Ministries under this MOA and arising from any cause, except the negligence or intentional misconduct of the Government and/or the University.

8. 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.

9. 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.

10. ENTIRE AGREEMENT

This MOA constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This MOA supersedes all prior communications, MOAs, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.



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11. 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.

12. TERMINATION

Either party will have the right to terminate this MOA with or without cause on thirty days (30) days written notice to the other party specifying the date of termination; provided however, after the payment of the One Million Dollars and Zero Cents (\$1,000,000.00) by the Government of the Virgin Islands, Department of Agriculture to Fresh Ministries and the transfer and conveyance of title and interest in the six (6) greenhouse facilities from Fresh Ministries to the University of the Virgin Islands, Fresh Ministries shall have no further right to terminate this MOU until the revitalization project has been completed as contemplated by Addendum I.

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 MOA on account of race, creed, color, sex, religion, disability, or national origin.

14. CONFLICT OF INTEREST

The Parties covenant that neither has any 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.

15. 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:

Lisa M. Alejandro
Commissioner
Department of Property and Procurement
8201 Sub-Base, Suite 4
St. Thomas Virgin Islands 00802

Louis E. Petersen, Ph.D.
Virgin Islands Department of Agriculture



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1 Estate Lower Love
Kingshill, VI 00850

The Rev. Dr. Robert Vernon Lee
Fresh Ministries, Inc.
P.O. Box 5978
Christiansted, VI 00823-5978

Dr. David Hall
The University of the Virgin Islands
RR1 Box 10000
Kingshill, Virgin Islands 00850

16. INSURANCE

Fresh Ministries shall maintain the following insurance coverages during the term of this MOA until such time as Fresh Ministries has completed the revitalization project contemplated in Addendum I.

- (a) **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 million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.

17. ELECTRONIC & DIGITAL SIGNATURES

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

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

The parties have hereunto set their hands as set forth below.

Contract No: G030DOAT24

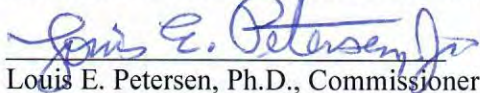
7

Initials: FM: [Signature] /VIDA: [Signature] /UVI: [Signature]



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GOVERNMENT OF THE VIRGIN ISLANDS



Louis E. Petersen, Ph.D., Commissioner
Virgin Islands Department of Agriculture

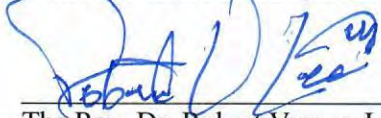
Date: 7/31/24



MA Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: 8/28/2024

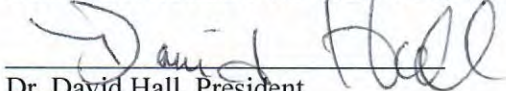
FRESH MINISTRIES, INC.



The Rev. Dr. Robert Vernon Lee, Chairman, CEO

Date: July 29, 2024

THE UNIVERSITY OF THE VIRGIN ISLANDS



Dr. David Hall, President

Date: July 31, 2024

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:



DEPUTY ATTORNEY GENERAL

Date 8/27/24