

SUB-GRANT AGREEMENT

THIS SUB-GRANT AGREEMENT made as of the 1st day of July, 2019, in the Territory of the Virgin Islands, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS** through the **VIRGIN ISLANDS DEPARTMENT OF PROPERTY AND PROCUREMENT** of No. 1 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands on behalf of the **VIRGIN ISLANDS DEPARTMENT OF EDUCATION** of 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands (hereinafter referred to as "VIDE" or "Sub-Grantor") and the **THE METHODIST CHURCH, ST. THOMAS/ST. JOHN CIRCUIT, INC.**, a Virgin Islands non-profit corporation of, 147 Annas Retreat, St. Thomas, U.S. Virgin Islands (hereinafter referred to as "Sub-Grantee").

WITNESSETH:

WHEREAS, the VIDE is the recipient of 21st Century Learning Centers grant funds from the United States Department of Education as authorized under Title IV, Part B, of the Elementary and Secondary Education Act (ESEA), as reauthorized by the Every Student Succeeds Act of 2015 (ESSA), codified at 20 U.S.C. § 7171 *et seq.*, reauthorized by Public Law No.111-117, (hereinafter "the Program"); and

WHEREAS, the VIDE is authorized under the Program to sub-grant funds for the purposes of providing academic enrichment assistance before or after school, and during summer, to Virgin Islands school students that will assist the students with improving their academic proficiency and social skills; and for providing opportunities for literacy and related educational development to families of students served by the 21st Century Community Learning Centers (hereinafter "21st CCLC"); and

WHEREAS, the VIDE in its role as the State Education Agency of the U.S. Virgin Islands is committed to enhancing support mechanisms for Virgin Islands students and assisting them in building academic and social competencies; and

WHEREAS, pursuant to 31 V.I.C. § 239(a)(4), the VIDE solicited RFP-DOE-2018-027 for qualified individuals or firms to submit a 21st CCLC Grant Application for the term of 2019-2022; and

WHEREAS, in accordance with federal and local regulations and laws VIDE has approved the Sub-Grantee for the sub-grant award notified to the Sub-Grantee by letter dated February 6, 2019, for the Sub-Grantee to provide services in accordance with ADDENDUM I (Scope of Services) attached hereto, incorporated herein by reference, and made a part of this sub-grant agreement, and within the authorized categories delineated in the ATTACHMENT A (Budget), attached hereto, incorporated herein by reference, and made a part of this sub-grant agreement; and

WHEREAS, Sub-Grantee has agreed to utilize the grant award subject to the terms and conditions of the grant award and this Agreement, to use the awarded funds for the purposes outlined in ADDENDUM I (Scope of Services) attached hereto and incorporated herein by reference, and made a part of this Agreement; and

WHEREAS, the Sub-Grantee shall provide services at two (2) locations in St. Thomas Virgin Islands; **Wesley Methodist Church Afterschool Program/Services** and **Christchurch Methodist Education and Outreach Services, Inc.**, as authorized by the 21st Century Community Learning Center Program, and in accordance with this Sub-Grant Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and other good and valuable consideration and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. SERVICES

Sub-Grantee will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this Agreement.

2. TERM

Upon execution of this agreement by the Governor of the Virgin Islands the Agreement shall be effective for a term beginning July 1, 2019 to December 30, 2022. The Government in its sole discretion shall have the option to renew this Agreement for a period of two (2) additional one (1) year period subject to same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew and subject to the availability of funds.

3. FUNDING

The Government, for the performance of the services as described in ADDENDUM I (Scope of Services), in accordance with the provisions set forth in Addendum II (Compensation), attached hereto and incorporated herein by reference, agrees to pay Sub-Grantee a sum not to exceed **Six Hundred Thousand Dollars and Zero Cents (\$600,000.00)**.

4. TRAVEL EXPENSES

Inclusive in the disbursement of award for services as specified in Paragraph 3 (Funding) above, the Government agrees to pay a sum not to exceed **Six Thousand Dollars and Zero Cents (\$6,000.00)** for 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.

5. RECORDS

The Sub-Grantee, when applicable, will present documented, precise records of services provided and/or money expended under this Agreement.

6. PROFESSIONAL STANDARDS

The Sub-Grantee agrees to maintain the professional standards applicable to its profession.

7. DOCUMENTS, PRINTOUTS, etc.

All documents, books, records, and instructional materials, programs, printouts, and memoranda of every description derived therefrom and pertaining to this Agreement shall become the property of the VIDE and shall be turned over to the VIDE at the end of the retention period. The above-described materials shall not be used by Sub-Grantee or by any other person or entity except upon the written permission of VIDE.

8. LIABILITY OF OTHERS

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

9. ASSIGNMENT

The Sub-Grantee shall not subcontract or assign any part of the services under this Agreement, without the prior written consent of the Government.

10. INDEMNIFICATION

The Sub-Grantee agrees to indemnify, defend and hold harmless, the 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 the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by the Sub-Grantee, under this Agreement and arising from any cause, except the sole negligence of the Government.

11. INDEPENDENT CONTRACTOR

The Sub-Grantee shall perform this Agreement as an independent Sub-Grantee and nothing herein contained shall be construed to be inconsistent with this relationship or status.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

13. WAIVERS AND AMENDMENTS

No waiver, modification or amendment of any term, condition or provision of this Agreement 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 Agreement but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, and all prior understanding or communications, written or oral, with respect to the Program, which is the subject matter of this Agreement, are merged herein.

15. RIGHT TO WITHHOLD

If work under this Agreement is not performed in accordance with the terms hereof, the rules of the 21st CCLC Program, Federal or local laws, any other applicable policies and procedures, or for non-performance of services, the Government will have the right to withhold any disbursement due to Sub-Grantee, such sums as the Government may deem ample to protect itself against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Sub-Grantee in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Government if and while Sub-Grantee gives satisfactory assurance to the Government that such claims will be paid by Sub-Grantee or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This Agreement is subject to the availability of funds appropriated for such purpose and to the approval of the Governor of the United States Virgin Islands.

17. TERMINATION

Either party shall have the right to terminate this Agreement with or without cause on thirty (30) days written notice, to the other party specifying the date of termination, in accordance with paragraph 22 of this Agreement.

18. PARTIAL TERMINATION

The performance of work under this Agreement may be terminated by the Government in part whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Sub-Grantee a Notice of Partial Termination specifying the extent to which the term and/or duties under this Agreement are terminated and the date upon which such termination becomes effective. The Sub-Grantee shall be entitled to receive disbursement for services provided and allowable costs incurred through the date of termination.

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

20. CONFLICT OF INTEREST

- (a) Sub-Grantee covenants 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 Agreement.

- (b) Sub-Grantee further covenants that it is:
 - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 - (2) a territorial officer or employee and as such, has:
 - i. familiarized itself with the provisions of Title 3, Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in section 1108 thereof;
 - ii. not made, negotiated or influenced this Agreement in its official capacity; and
 - iii. no financial interest in this Agreement as that term is defined in Section 1101 (1) of said Code chapter.

21. EFFECTIVE DATE

The effective date of this Agreement shall be the day of execution of the Agreement by the Governor.

22. NOTICE

Any notice required, permitted, or desired to be given under this Agreement 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:

GOVERNMENT

Anthony D. Thomas
Commissioner
Department of Property and Procurement
Building No. 1, Third Floor, Sub Base
St. Thomas, U.S. Virgin Islands 00802

Racquel Berry Benjamin
Commissioner
Department of Education
1834 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802-6746

SUBGRANTEE

Bishop Charles A. Seaton
The Methodist Church, St. Thomas/St. John Circuit, Inc.
147 Anna's Retreat

23. LICENSURE

The Sub-Grantee covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

24. FALSE CLAIMS

The Sub-Grantee warrants that it shall not, with respect to this Agreement, 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 claim to be false, fictitious or fraudulent. The Sub-Grantee acknowledges that making such a false, fictitious or fraudulent claim is an offense under Virgin Islands law.

25. NOTICE OF FEDERAL FUNDING

The Sub-Grantee acknowledges that this Agreement is funded, in whole, by federal funds. The Sub-Grantee warrants that it shall not, with respect to this Agreement, make or present any claim knowing such claim to be false, fictitious or fraudulent. The Sub-Grantee acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

26. DEBARMENT CERTIFICATION

By execution of this Agreement, the Sub-Grantee certifies that it is eligible to receive applicable sub-grant awards using federally appropriated funds and that it has not been suspended or debarred from entering into Agreements with any federal agency. The Sub-Grantee shall include this provision in each of its subcontracts hereunder and shall furnish its sub-contractors or sub-grantees with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT." In the event the Sub-Grantee or any sub-contractor misrepresents its eligibility to receive awards using federal funds, the Sub-Grantee or sub-contractor agrees that it shall not be entitled to payment for any work performed under this Agreement or any sub-contract, and that the Sub-Grantee or sub-contractor shall promptly reimburse the Government for any progress payments heretofore made.

27. LIABILITY INSURANCE

The Sub-Grantee shall provide the Government with public liability insurance coverage during Sub-Grantee's operation of the services under this Agreement in an amount not less than Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) for any one occurrence, and shall indicate the Government of the Virgin Islands, Department of Education, as an additional insured and a certificate holder, for the entire period of this Agreement. In the event that the Sub-Grantee's existing coverage will expire before the end of the term of this Agreement, Sub-Grantee shall provide proof of the renewal of coverage within ten (10) days after the beginning of the new period of the insurance. Sub-Grantee shall evidence public liability insurance coverage by providing the Department of Education with a Certificate of General Liability

Insurance that indicates the coverage and the Government of the Virgin Islands, Department of Education as an additional insured, and a certificate holder, and addressed to the Department of Education as indicated in paragraph 22. The Contractor shall supply current Workers' Compensation coverage under the Government Insurance Fund or other form of coverage.

28. CONFIDENTIALITY

Sub-Grantee shall comply with all local and federal laws regarding release of student information, and shall release student information only upon obtaining proper authorization from the student(s)' legal representative or the eligible student, and upon notice to the Government as prescribed in paragraph 22 of this Agreement.

29. INVOICES AND PAYMENTS

The Sub-Grantee will present to VIDE, through its 21st CCLC Program Manager properly completed invoices that shall describe and document to the VIDE's satisfaction, and shall contain information, including but not limited to, the period of services covered by the invoice, description of the services performed, and the amount of fees in accordance with the compensation schedule in Addendum II (Compensation) and Attachment A (Budget) attached hereto and made a part of this agreement. Each invoice must be accompanied by applicable supporting documents, including but not limited to reports, plans, all related time sheets, student attendance records, cancelled checks, vendor billings and invoices and any other deliverables/documents due for the invoice period.

Payments shall be made within forty five (45) days after receipt of properly completed invoices; verification that the services invoiced was provided in accordance with Addendum I (Scope of Services) and Addendum II (Compensation); all necessary supporting documents was received and deemed sufficient. Invoices will be processed in accordance with all applicable federal and local laws and regulations, including all applicable policies, rules and procedures pertaining to the use of these funds for the services provided hereunder.

30. SEVERABILITY

If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

31. FORCE MAJEURE

Neither Party shall be liable to the other for any delays or failure to perform under this Agreement, as a result of conditions reasonable beyond the Party's control including but not limited to war, terrorist acts, riot, strikes, fire, earthquakes, hurricanes, floods, or any act of God.

32. DEFAULT AND FAILURE TO PERFORM

In the event of any failure to perform its obligations under this Agreement, except as defined in Paragraph 31, all costs, charges, and expenses that the Government suffers

shall be a part of the damages to be paid by the Sub-Grantee, as a result of such failure or refusal to perform.

33. MERGER

This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the subject matter of this sub-grant agreement, are of no force or effect.

34. OTHER PROVISIONS

ADDENDUM I, ADDENDUM II, and ATTACHMENT A and the Sub-Grantee's eligibility documents are attached hereto, made a part of this Agreement, and are incorporated herein by reference.

[THIS SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESS:

Magdalena A. M. ...
[Signature]

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

Anthony D. Thomas 8/26/18
Anthony D. Thomas / Date
Commissioner

WITNESS:

[Signature]
Haven Francis

DEPARTMENT OF EDUCATION

[Signature] 8/7/19
for Racquel Berry Benjamin / Date
Commissioner

WITNESS:

Maguelina Q. Sprauve
Charles A. Seaton

THE METHODIST CHURCH, ST. THOMAS/
ST. JOHN CIRCUIT, INC.

[Signature] 08/05/19
Charles A. Seaton / Date
Bishop

APPROVED:

[Signature]
Honorable Albert Bryan, Jr.
Governor of the Virgin Islands

9/14/19
Date

APPROVED FOR LEGAL SUFFICIENCY BY:

[Signature] 8/22/19
AAG / Date

Account Code No.: _____

Purchase Order No.: _____