

## AMENDMENT TO SUB-GRANT AGREEMENT

THIS AMENDMENT to SUB-GRANT AGREEMENT made on this 7<sup>th</sup> day of December 2016 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, 3<sup>rd</sup> 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 **BOYS' & GIRLS' CLUBS OF THE VIRGIN ISLANDS, INC.**, a Virgin Islands non-profit corporation of, #7 Market Street, Christiansted, St. Croix U.S. Virgin Islands (hereinafter referred to as "Sub-Grantee").

### WITNESSETH:

WHEREAS, VIDE is the recipient of 21<sup>st</sup> Century Learning Centers grant funds from the United States Department of Education Federal Fiscal Years 2012 and 2013 funding, pursuant to the *No Child Left Behind Act of 2001*, codified at 20 U.S.C. § 7171 *et seq.*, reauthorized by Public Law No.111-117, (hereinafter "the Program"); and

WHEREAS, on June 1, 2014, the Parties entered into **Sub-Grant No. GC075DOE14** ("Agreement") for Sub-Grantee to provide academic 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 21<sup>st</sup> Century Community Learning Centers (hereinafter "21<sup>st</sup> CCLC"); and

WHEREAS, the VIDE has approved the Sub-Grantee for an additional sub-grant award to continue to provide and expand academic enrichment services during Year 3 of the Program Year, June 1, 2016- September 30, 2017

WHEREAS, the Sub-Grantee has agreed to utilize the additional sub-grant award subject to the terms and conditions of the original grant award and the Agreement, to use the awarded funds for the purposes outlined in the ADDENDUM I (Scope of Services) attached hereto and incorporated herein by reference, and made a part of this Amendment and within the authorized categories delineated in Amendment to Addendum II and Amendment to Attachment A (Budget), attached hereto, incorporated herein by reference, and made a part of this Amendment; and

WHEREAS, the Parties wish to amend the Agreement to add additional staff and purchased services to Year 3 of the Program; and

WHEREAS, the additional services shall require an increase in compensation of **Sixty Three Thousand, Two Hundred Fifty Eight Dollars and Zero Cents (\$63,258.00)** and thus increasing the total Sub Grant Agreement compensation to **Eight Hundred Thirteen Thousand, Two Hundred Fifty Eight Dollars and Zero Cents (813,258.00)**.

1.

Initials Sub Grantee  
Agreement No.


jc  
G005DOET17



WHEREAS, the Sub-Grantee represents that it is willing and capable of providing such services;

NOW, THEREFORE, the Parties agree that the Sub-Grant Agreement is amended as follows:

1. Paragraph 3 (Funding) of the Agreement is amended to state the following:

"The Government, for the performance of the services as described in ADDENDUM I (Scope of Services), in accordance with the provisions set forth in AMENDMENT TO ADDENDUM II (Compensation), attached hereto and incorporated herein by reference, agrees to pay Sub-Grantee a sum not to exceed **Eight Hundred Thirteen Thousand, Two Hundred Fifty Eight Dollars and Zero Cents (813,258.00)**. 

2. Paragraph 4 (Travel Expenses) of the Agreement is amended to state the following:

"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 **Fourteen Thousand Dollars and Zero Cents (14,000.00)** 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."

3. Paragraph 23 (Notice) of the Agreement is amended to state the following:

**GOVERNMENT**

Honorable Randolph N. Bennett  
Commissioner  
Department of Property and Procurement  
Building No.1, Third Floor, Sub Base  
St. Thomas, U.S. Virgin Islands 00802

**DEPARTMENT OF EDUCATION**


Honorable Sharon Ann McCollum, Ph.D.  
Commissioner  
Department of Education  
1834 Kongens Gade  
St. Thomas, U.S. Virgin Islands, 00802

**SUBGRANTEE**



O'Neil Canton  
Executive Director  
Boys and Girls Clubs of the Virgin Islands, Inc.  
#7 Market Street  
PO Box 128



Christiansted, U. S. Virgin Islands, 00824

4. ADDENDUM II and (Compensation) and Attachment A of the Agreement is deleted in its entirety and replaced by the attached AMENDMENT TO ADDENDUM II and AMENDMENT to ATTACHMENT A (Compensation) outlining the compensation to be paid Sub-Grantee for the services described in ADDENDUM I (Scope of Services), in the amount not to exceed **Eight Hundred Thirteen Thousand, Two Hundred Fifty Eight Dollars and Zero Cents (\$813,258.00)** 

3.

Initials Sub Grantee   
Agreement No. 

005D0ET17



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

WITNESS:

Leah L. Davis

GOVERNMENT OF THE VIRGIN ISLANDS  
DEPARTMENT OF PROPERTY AND PROCUREMENT

Randolph N. Bennett  
Commissioner

11/9/16  
Date

WITNESS:

Sharon Ann McCollum

DEPARTMENT OF EDUCATION

Sharon Ann McCollum  
Sharon Ann McCollum, Ph.D.  
Commissioner

11/3/16  
Date

WITNESS:

O'Neil Canton

BOYS & GIRLS CLUBS OF THE  
VIRGIN ISLANDS, INC.

O'Neil Canton  
O'Neil Canton  
Executive Director

10/26/2016  
Date

APPROVED:

Kenneth E. Mapp  
Kenneth E. Mapp  
Governor of the Virgin Islands

12-07-16  
Date

DEPARTMENT OF JUSTICE:  
APPROVED FOR LEGAL SUFFICIENCY BY:

Imeline Perrett

11/24/2016  
Date

Account Code No.: \_\_\_\_\_

Purchase Order No.: \_\_\_\_\_