

AMENDMENT II TO SUB-GRANT AGREEMENT

THIS AMENDMENT to Sub-Grant Agreement, (hereinafter "Amendment") made this August day of August, 2017 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 ("hereinafter referred to as the "Government") on behalf of the VIRGIN ISLANDS DEPARTMENT OF EDUCATION of 1834 Kongens Gade, St. Thomas, U.S. Virgin Islands (hereinafter referred to as the "VIDE" or "Department") and Helping Children Work HCW, Inc. (hereinafter referred to as "Sub-Grantee" or "HCW"), a Virgin Islands non-profit corporation at 94 Remainder Grove Place, Frederiksted, St. Croix, Virgin Islands (hereinafter collectively referred to as "the Parties")

WITNESSETH:

WHEREAS, on June 1, 2014 the Parties entered into Sub-Grant Agreement No. GC076DOE14 and subsequently amended by Amendment to Sub Grant Agreement No. G003DOET17 on November 4, 2017 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 21st Century Community Learning Centers (hereinafter "21st CCLC" or "Program") and

WHEREAS, the expiration date of the Agreement is September 30, 2017; and

WHEREAS, the United States Department of Education ("USDE") awarded the Department with Federal Fiscal Year 2016 21stCCLC funds to be distributed to all of its 21st CCLC Sub Grantees in need; and

WHEREAS, the VIDE has approved Sub-Grantee to receive an additional sub grant award in the amount of **Seventy Thousand, Two Hundred Sixty Six Dollars and Zero Cents (\$70,266.00)** to provide academic assistance services during Year 4 of the Program June 1, 2017 to September 30, 2018; and

WHEREAS, the parties wish to amend the Agreement to extend the term for an additional year through September 30, 2018; and

WHEREAS, the additional services shall require an increase compensation of **Seventy Thousand, Two Hundred Sixty Six Dollars and Zero Cents (\$70,266.00)** increasing the total cost of the Agreement to **TWO HUNDRED NINETY EIGHT THOUSAND, THIRTY TWO DOLLARS AND ZERO CENTS (\$298,032.00)**

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

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G015DOET17
Amendment No. G003DOET17
Amends Agreement No. GC076DOE14

funds for the purposes outlined in the AMENDMENT II to 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 II to ATTACHMENT A (Budget), attached hereto, incorporated herein by reference, and made a part of this Amendment; and

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

NOW THEREFORE, the Parties agree that Sub Grant Agreement is amended to state the following:

1. Paragraph 2 (Term) of the Agreement is amended to state the following:

“The Agreement shall commence on June 1, 2014 and terminate on September 30, 2018. Obligations made up to September 30th each year shall have a 90-day liquidation period.”

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

“The Government, for the performance of the services as described in AMENDMENT II TO ADDENDUM I (Scope of Services), in accordance with the provisions set forth in AMENDMENT II TO ADDENDUM II (Compensation), attached hereto and incorporated herein by reference, agrees to pay Sub-Grantee a sum not to exceed **TWO HUNDRED NINETY EIGHT THOUSAND, THIRTY TWO DOLLARS AND ZERO CENTS (\$298,032.00)**”

3. 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 **Eight Thousand, Eight Hundred Eighty Seven Dollars and Fifty Cents (\$8,887.50)** 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 is applicable to non-contract employees of the Government.”

4. Paragraph 23 (“Notice”) of the Agreement is amended to state to following:

GOVERNMENT:

Honorable Lloyd T. Bough, Jr.

Commissioner

Department of Property and Procurement

Building No. 1, Third Floor, Subbase

St. Thomas, U.S. Virgin Islands 00802

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

SUB GRANTEE
Ms. Harriet Williams
President
Helping Children Work HCW, Inc.
164 Grove Place
Frederiksted, U.S. Virgin Islands 00840

5. AMENDMENT to ADDENDUM I (Scope of Services) of the Agreement is deleted in its entirety and replaced by the attached AMENDMENT II TO ADDENDUM I (Scope of Services) outlining the duties and responsibilities of the Sub-Grantee.
6. AMENDMENT to ADDENDUM II (Compensation) and AMENDMENT TO ATTACHMENT A of the Agreement is deleted in its entirety and replaced by the attached AMENDMENT II TO ADDENDUM II (Compensation) and AMENDMENT II TO ATTACHMENT A outlining the compensation to be paid Sub-Grantee for the services described in AMENDMENT II TO ADDENDUM I (Scope of Services), in the amount not to exceed **TWO HUNDRED NINETY EIGHT THOUSAND, THIRTY TWO DOLLARS AND ZERO CENTS (\$298,032.00)**

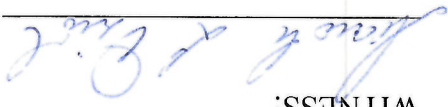
7. Paragraph 33 (Other Provisions) is deleted in its entirety and replaced by Amendment II to Addendum I (Scope of Work), Amendment II to Addendum II (Compensation), Amendment II to Attachment A and the Sub-Grantee's eligibility documents which are attached hereto, made a part of this Agreement, and are incorporated herein by reference.

8. This Amendment is subject to the approval of the Governor of the Virgin Islands and the appropriation and availability of funds.

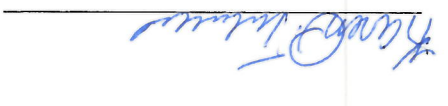
9. Except as expressly amended in this Amendment herein, all other terms and conditions of the Agreement remain in full force and effect.

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

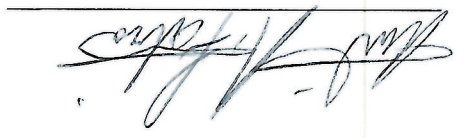
GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT
Lloyd T. Bough, Jr.
Commissioner Nominee
Date 25 Jun 17

WITNESS:


DEPARTMENT OF EDUCATION
Sharon Ann McCollum, Ph.D.
Commissioner
Date 6/17/17

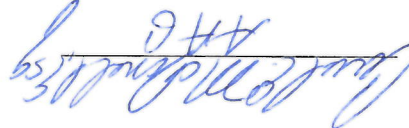
WITNESS:


HELPING CHILDREN WORK HCW, INC.
Harriet Williams
President
Date 3/25/2017


WITNESS:


APPROVED/DISAPPROVED
Kenneth E. Mapp
Governor of the Virgin Islands
Date 05-10-17

DEPARTMENT OF JUSTICE:

APPROVED FOR LEGAL SUFFICIENCY BY:  AHG
Date 7/28/17

Account Code No.: _____
Purchase Order No.: _____
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