

SUB-GRANT AGREEMENT

THIS Sub-Grant Agreement (hereinafter "Agreement") is made on this 1st day of October 2018 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 (all collectively referred to as the "Parties");

WITNESSETH:

WHEREAS, the VIDE is the recipient of 21st Century Community Learning Center grant funds issued by the United States Department of Education during Federal Fiscal Years 2012 through 2019, 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, ("Program") and

WHEREAS, the VIDE is authorized under the Program to sub-grant funds for the purposes of providing 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"); 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, in 2013 the VIDE issued a Request for Proposal: A Sub Grant Application for 21st Century Community Learning Programs for Grades Kindergarten through Twelve ("K-12"); and

WHEREAS, the Sub-Grantee was selected in accordance with Title 31 V.I.C. Section 239(a)(4); and

WHEREAS, in accordance with federal and local regulations and laws the VIDE has approved the Sub-Grantee to receive an award 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 ATTACHMENT A (Budget), attached hereto, incorporated herein by reference, and made a part of this Agreement; and

1

Initials: Sub-Grantee



RFP-DOE-2013-001

Agreement No.

PO 33DOEC19

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

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. SERVICES

The Sub-grantee will provide the services described in ADDENDUM I (Scope of Work) attached hereto and made a part of this Agreement.

2. TERM

Upon execution of this Agreement by the Governor of the U.S. Virgin Islands the Agreement shall be effective for a term beginning from October 1, 2018 to September 30, 2019.

3. FUNDING

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Sub-grantee the sum not to exceed **EIGHTY-TWO THOUSAND DOLLARS AND ZERO CENTS (\$82,000.00)** in accordance with the provisions set forth in ADDENDUM II (Compensation) attached hereto and made a part of this Agreement.

4. TRAVEL EXPENSES

Inclusive of the compensation for services as specified in Paragraph 3 (Funding) above, the Government agrees to pay 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, or as agreed to by an addendum to this Agreement, however, said costs and expenses shall not exceed **Two Thousand, Four Hundred Fifty Dollars and Zero Cents (\$2,450.00)**.

5. RECORDS

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

6. PROFESSIONAL STANDARDS

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

7. DOCUMENTS, PRINTOUTS, ETC.

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

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 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

Sub-grantee 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 Sub-grantee under this Agreement and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

The Sub-grantee shall perform this Agreement as an independent contractor 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 of the parties relating to the subject matter addressed in this Agreement. This Agreement supersedes all prior communications, contracts, or other agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

15. RIGHT TO WITHHOLD

If work under this Agreement is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Sub-grantee, such sums as Government

may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. 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 Government if and while Sub-grantee gives satisfactory assurance to 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 shall be subject to the availability and appropriation of funds and to the approval of the Governor of the U. S. Virgin Islands.

17. TERMINATION

Either party will 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.

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 by providing thirty (30) days written notice to the Sub-grantee. 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 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
- (ii) not made, negotiated or influenced this Agreement, in its official capacity;
- (iii) no financial interest in the 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 by the Governor of the U.S. Virgin Islands.

22. NOTICE

Any notice required to be given by the Terms of 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 Designee
Department of Property and Procurement
3274 Estate Richmond
St. Croix, VI 00820

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

SUB GRANTEE

Harriet Williams
President
Helping Children Work HCW, INC.
P.O. Box 10310
Kingshill, U.S. Virgin Islands 00850

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. 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 subcontractors or sub-grantees with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Sub-grantee or any subcontractor misrepresents its eligibility to receive awards using federal funds, the Sub-grantee or subcontractor agrees that it shall not be entitled to payment for any work performed under this Agreement and that the Sub-grantee shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. 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 claims to be false, fictitious or fraudulent. The Sub-grantee acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

The Sub-grantee acknowledges that this Agreement is funded, in whole or in part, 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 offence.

27. INSURANCE

The Sub-grantee shall maintain the following insurance coverages during the term of this Agreement

- (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 Hundred Thousand Dollars and Zero Cents (\$100,000.00) for anyone per occurrence for death or personal injury and One Hundred Thousand Dollars (\$100,000.00) for any one occurrence for property damage. Insurance policies shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
- (b) **WORKERS' COMPENSATION:** The Sub-grantee shall supply current coverage under the Government Insurance Fund or other form of coverage.

28. INVOICES and PAYMENT: The Sub-Grantee will present to VIDE, through its 21st CCLC Program Manager, properly completed invoices that shall describe and document to 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 forty five (45) days after receipt of properly completed invoices and 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.

29. 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 reasonably beyond the Party's control including but not limited to war, terrorist acts, riot, strikes, fire, earthquakes, hurricanes, floods, or any act of God.

30. DEFAULT AND FAILURE TO PERFORM: In the event of any failure or refusal of the Sub-grantee to perform its obligations under this Agreement, except as defined in Paragraph 29, all costs, charges, and expenses that the Department suffers shall be a part of the damages to be paid by the Sub-grantee to the Department, as a result of such failure or refusal to perform

31. 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.

32. 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

33. OTHER PROVISIONS

ADDENDUM I, ADDENDUM II, and ATTACHMENT A attached hereto are a part of this sub-grant agreement, and are incorporated herein by reference.

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

WITNESS:

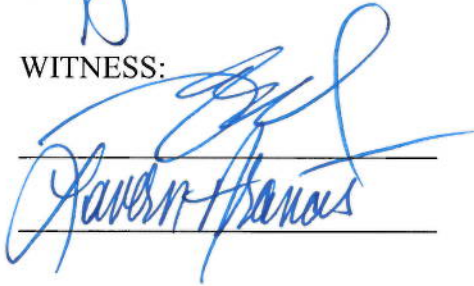


GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT


Anthony D. Thomas
Commissioner Designee

5.16.19
Date

WITNESS:





DEPARTMENT OF EDUCATION


Racquel Berry-Benjamin
Commissioner Nominee

3/27/19
Date

WITNESS:





HELPING CHILDREN WORK HCW, INC.


Harriet Williams
President

3/14/2019
Date

APPROVED/DISAPPROVED


Honorable Albert Bryan, Jr.
Governor of the Virgin Islands

4/24/19
Date

DEPARTMENT OF JUSTICE:

APPROVED FOR LEGAL SUFFICIENCY BY: 
AAG

5/23/19
Date

Account Code No.: _____

Purchase Order No.: _____

Initials: Sub-Grantee 

CERTIFICATE OF APPROVAL

I hereby certify that this is a true and exact copy of the Sub-Grant Agreement No. _____ entered into between the Department of Property and Procurement and **HELPING CHILDREN WORK HCW, INC.**


Anthony D. Thomas
Commissioner Designee
Department of Property and Procurement

MAR 29 2019 PM:39
REG'D PROPERTY&PRUCUR

APR 11 2019 PM:02
REG'D PROPERTY&PRUCUR

MAY 7 2019 PM8:57
REG'D PROPERTY&PRUCUR

PO 33 DOE C19

Initials: Sub-Grantee 
Agreement No.