

## SUB-GRANT AGREEMENT

THIS SUB-GRANT AGREEMENT (hereinafter "Agreement") made this 14<sup>th</sup> day of September, 2019, in the Territory of the Virgin Islands, by and between the Government of 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 **VIRGIN ISLANDS RESOURCE CENTER FOR THE DISABLED, INC.** a Virgin Islands private non-profit of, 74B and 75 Kronprindsens Gade St. Thomas, V.I. (hereinafter referred to as "Sub-Grantee").

### WITNESSETH:

WHEREAS, the VIDE is the recipient of Federal Fiscal Year 2018 Grant Funds from the United States Department of Education ("USDE") pursuant to the Workforce Innovation and Opportunity Act (WIOA) (Public Law 113-128), Title II, Adult Education and Family Literacy Act (hereafter "AEFLA"); and

WHEREAS, the purpose of the funds provided under AEFLA is to enable states and territories to provide adult education and literacy activities, including Adult Basic Education (ABE), Adult Secondary Education (ASE) and English Language Acquisition (ELA), to assist adults to become literate and obtain the knowledge and skills necessary for employment and self-sufficiency; to assist those who are parents to obtain the educational skills necessary to become full partners in the educational development of their children; and to assist adults in the completion of a secondary school education; and

WHEREAS, the VIDE in its role as the State Education Agency of the U.S. Virgin Islands is committed to partnering with the Federal Government, local Government, and localities, on a voluntary basis, to provide adult education and literacy services; and

WHEREAS, the Sub-Grantee shall provide services to up to ninety (90) participants, as authorized by the AEFLA, under the project, *Adult Education and Literacy Public / Private Partnership Network* at 74B and 75 Kronprindsens Gade St. Thomas, V.I.; and

WHEREAS, the VIDE issued a Request for Proposal DOE-2019-002: A Sub Grant Application for Adult Education and Family Literacy Act, Workforce Innovation and Opportunity Act (WIOA) Title II as authorized by Title 31 V.I.C. §239 (a)(4); and

WHEREAS, in accordance with Federal and local regulations, executive orders, and laws, the VIDE has approved the Sub-Grantee to receive an grant award to provide services particularly described in Addendum I (Scope of Services), which is attached hereto and shall be incorporated herein by reference and made a part of this Agreement; and

WHEREAS, Sub-Grantee has agreed to utilize the grant award subject to the terms and conditions of the award and this Agreement, to use the awarded funds for the purposes outlined in Addendum I and Attachment A; and



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).

**2. TERM**

This Agreement shall commence upon the execution by the Governor, and terminate on December 30, 2020. The Government in its sole discretion shall have the option to renew this contract for a period of two (2) additional one (1) year period subject to same terms noted herein, by providing the Sub-Grantee with sixty (60) days written notice of the Government's election to renew and subject to the availability of funds.

**3. FUNDING**

The Government agrees to pay Sub-Grantee a sum not to exceed **One Hundred Twenty-Eight Thousand, One Hundred Eighty Dollars and Zero Cents (\$128,180.00)**, for the performance of the services as described in Addendum I (Scope of Services), in accordance with the provisions set forth in Addendum II (Funding), 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 Contract, however, said costs and expenses shall not exceed Not Applicable (N/A).

**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 and to consultants doing business in the United States Virgin Islands.

**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 Contract 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 Government will have the right to withhold any disbursement due to Sub-Grantee, such sums as the Government may deem ample to protect it 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 shall be 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, including payment for the period of the thirty (30) day notice.

**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**

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

### **DEPARTMENT OF EDUCATION**

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

### **SUBGRANTEE**

Patricia Samuel  
Executive Director  
Virgin Islands Resource Center for the Disabled, Inc.  
P.O. Box 308427  
St. Thomas, V.I. 00803-8427

## **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 sub-contract and that the Sub-Grantee or sub-contractor shall promptly reimburse the Government for any progress payments heretofore made.

**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 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) for anyone per occurrence for death or personal injury. 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. CONFIDENTIALITY**

The 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 eligible student, or legal representative, and upon notice to the Government as prescribed in Paragraph 22 of this Agreement.

**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**

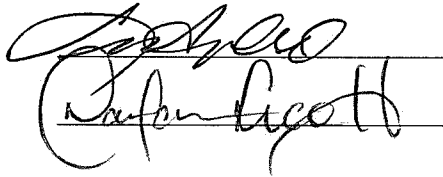
ADDENDUM I, ADDENDUM II, and ATTACHMENT A and the Sub-Grantee's eligibility documents are attached hereto, made a part of this Agreement, and are incorporated herein by reference.

[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.

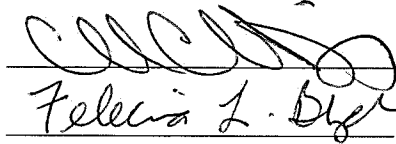
WITNESSES:

  
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GOVERNMENT OF THE VIRGIN ISLANDS  
DEPARTMENT OF PROPERTY AND PROCUREMENT

  
Anthony D. Thomas  
Commissioner  
8/9/18  
Date

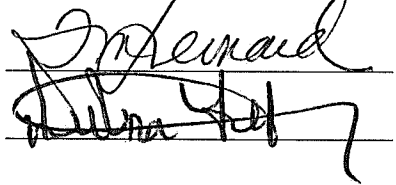
WITNESSES:

  
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DEPARTMENT OF EDUCATION

  
Racquel Berry-Benjamin  
Commissioner  
7/31/19  
Date

WITNESSES:


  
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Virgin Islands Resource Center for the Disabled, Inc.

  
Patricia Samuel  
Executive Director  
6/24/19  
Date

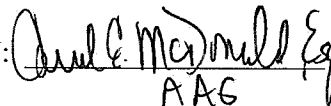
(Corporate Seal)

APPROVED:

  
HONORABLE ALBERT BRYAN, JR.  
Governor of the Virgin Islands

9/14/19  
Date

APPROVED FOR LEGAL SUFFICIENCY BY:

  
AAG

8/16/19  
Date

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

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

Initials: Sub-Grantee 