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**SUB-GRANT AGREEMENT**

**THIS SUB-GRANT AGREEMENT** is made this 1<sup>st</sup> day of December, 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 **CENTRAL CHURCH OF THE NAZARENE, INC.** a Virgin Islands private non-profit of, 289 Mary's Fancy, Christiansted, St. Croix, V.I. 00820 (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 289 Mary's Fancy, Christiansted, St. Croix, V.I. 00820; 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 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 a 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

RFP-DOE-2019-002  
Agreement No. P015DOET20

Sub-Grantee's Initials: [Signature]  
Sub-Grantee's Initials: [Signature]  
Sub-Grantee's Initials: [Signature]



OPCMR

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 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 Services) attached hereto and made a part of this Agreement.

**2. TERM AND EFFECTIVE DATE**

The term of this Contract shall be from December 1, 2019 to October 31, 2021. Upon the date of execution of this Contract by the Commissioner of the Department of Property and Procurement, this Contract shall become effective for the Term set out herein. The Government in its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew.

**3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Sub-Grantee a sum not to exceed One Hundred Sixty-Three Thousand, Five Hundred Nine Dollars and Thirty-Eight Cents (\$163,509.38) 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 (Compensation) 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-Agreement employees of the Government, or as agreed to by an addendum to this Agreement, however, said costs and expenses shall not exceed N/A (\$ N/A).



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**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, gross receipt, excise, and social security taxes for Sub-Grantee, its servants, agents or independent Contractors.

**9. ASSIGNMENT**

The Sub-Grantee shall not sub-contract 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, costs, charges and expenses (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



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

**11. INDEPENDENT SUB-GRANTEE**

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 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.

RFP-DOE-2019-002 P015DOET20  
Agreement No. \_\_\_\_\_

Sub-Grantee's Initials: AM  
Sub-Grantee's Initials: JA  
Sub-Grantee's Initials: PM



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## 16. CONDITION PRECEDENT

This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Commissioner of the Department of Property and Procurement.

## 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 payment for services provided to 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:

RFP-DOE-2019-002  
Agreement No. \_\_\_\_\_

P015DOET20

5

Sub-Grantee's Initials:   
Sub-Grantee's Initials:   
Sub-Grantee's Initials: 



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- (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; and
- (iii) no financial interest in the Agreement as that term is defined in section 1101(1) of said Code chapter.

**21. 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  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas 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 Matthew  
Managing Member  
Central Church of the Nazarene, Inc  
P.O. Box 175  
Kingshill, St. Croix 00851

**22. 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

RFP-DOE-2019-002 P015DOET20  
Agreement No. \_\_\_\_\_

Sub-Grantee's Initials: APM  
Sub-Grantee's Initials: RB  
Sub-Grantee's Initials: PM





OPCMR

- (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 any one person per occurrence for death or personal injury and Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement.
  
- (b) **WORKERS' COMPENSATION:** Sub-Grantee shall supply current coverage under the Government Insurance Fund or other form of coverage.

**[THIS SECTION LEFT INTENTIONALLY BLANK]**

RFP-DOE-2019-002  
Agreement No. \_\_\_\_\_

P015DOET20

8

Sub-Grantee's Initials:             
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Sub-Grantee's Initials:





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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

Fylecia L. De Racquel Berry Benjamin  
Xavier Benjamin  
Racquel Berry-Benjamin, Commissioner  
Department of Education

12/31/19  
Date

Magdalena A. Thomas Anthony D. Thomas  
Carole L. Davis Thomas  
Anthony D. Thomas, Commissioner  
Department of Property and Procurement

01/27/2020  
Date

**SUB-GRANTEE**

Agnes DeVlugt Anthony DeVlugt  
Shereen Smith DeVlugt  
Rev. Anthony DeVlugt, President  
Central Church of the Nazarene, Inc.

12/30/19  
Date

Agnes DeVlugt Sandra J. Williams  
Shereen Smith Williams  
Sandra J. Williams, Secretary  
Central Church of the Nazarene, Inc.

12/30/19  
Date

Agnes DeVlugt Patricia Matthew  
Shereen Smith Matthew  
Patricia Matthew, Managing Member  
Central Church of the Nazarene, Inc.

12/30/19  
Date

(Corporate seal, if Sub-Grantee is a corporation)

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY:

Cheryl M. [Signature] 1/21/2020  
Date

RFP-DOE-2019-002 015DOET20  
Agreement No. \_\_\_\_\_

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Sub-Grantee's Initials: AS  
Sub-Grantee's Initials: PM