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**EXERCISE OF RENEWAL OPTION
GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS**

DEPARTMENT OF PROPERTY & PROCUREMENT

CONTRACT NO.: G031DOET21

DATED: June 1, 2021

EXERCISE OF RENEWAL OPTION

Contractor	Description of Scope of Work/Services
Jobs for America's Graduates, Inc. 1600 Duke Street Suite 210 Alexandria, VA 22314	To help identified students acquire employability skills, graduate, and receive follow-up service.

Pursuant to the renewal option provision of Contract No. G031DOET21, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, Department of Labor exercises its option to renew and does hereby renew the aforementioned contract for the period July 1, 2022 to June 30, 2023, at the stipulated cost therein.

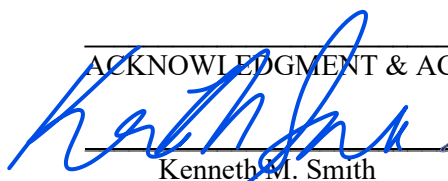
All the terms, covenants, and conditions of the contract affected shall continue in full force and effect. A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

Please acknowledge receipt and acceptance hereby signing and returning to:

The Department of Property and Procurement
8201 Sub Base, 3rd Floor
St. Thomas, VI 00802

ACKNOWLEDGMENT & ACCEPTANCE:

GOVERNMENT OF THE VIRGIN ISLANDS



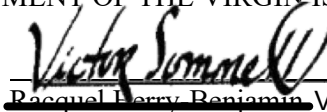
Kenneth M. Smith
President/CEO

6/24/22

DATE: _____

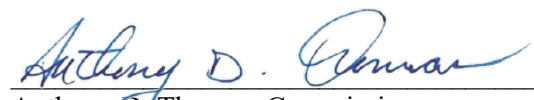
Gary Molloy Commissioner
Department of Labor

DATE: 06/29/2022



~~Racquel Perry Benjamin~~ Victor Somme, III
Department of Education

DATE: 6/28/2022


Anthony D. Thomas, Commissioner
Department of Property & Procurement

DATE: 6/30/2022

Renewal No.: G056DOLT22



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**MEMORANDUM OF AGREEMENT BETWEEN
JOBS FOR AMERICA'S GRADUATES, INC.**

&

THE VIRGIN ISLANDS DEPARTMENTS OF LABOR & EDUCATION

THROUGH

THE VIRGIN ISLANDS DEPARTMENT OF PROPERTY & PROCUREMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is made this 1st day of June, 2021, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the Virgin Islands Department of Labor and the Virgin Islands Department of Education (hereinafter referred to as "Government") and Jobs for America's Graduates, Inc. (hereinafter referred to as "JAG").

WITNESSETH:

WHEREAS, VIDE, pursuant to Title 3 Virgin Islands Code, Section 96, is required to promote the cause of education, and achieve a high level of general education throughout the Virgin Islands, and is authorized to exercise such powers, and perform such other duties and functions, as may be prescribed by law, to fulfill this duty; and

WHEREAS, DOL, pursuant to Titles 3, 24, 27 & 29 of the Virgin Islands Code; the Workforce Investment Act of 1998; the OSHA Act of 1970; and other Federal laws which require the development of administrative structures that govern and enforce fair labor standards and the protection of the people of the Virgin Islands from any threat to health, morals, and general welfare.

WHEREAS, both the VIDE and the DOL have identified a need to take action to ensure that students that are most likely at risk of not graduating from high school are encouraged to remain in school and attain employability skills through classroom and work-based learning experiences that would lead to a career; and;

WHEREAS, the Government is in need of the services of a Contractor to implement an affiliation program to help identified students acquire employability skills, graduate and receive twelve (12) months of follow-up services that will transition them into a career and/or have them pursue a post-secondary education to enhance career entry and advancement.(which duties and



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responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and made part of this agreement; and

WHEREAS, JAG represents that it is willing and capable of providing such services and

WHEREAS, the Contractor was selected in accordance with 31 V.I.C. § 239(a)(8),

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

JAG (Jobs for Americas Graduates) 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 MOA shall be from July 1, 2019 to June 30, 2022. Upon the date of execution of this MOA by the Commissioner of the Department of Property and Procurement, this MOA shall become effective for the Term set out herein. The Government in its sole discretion, shall have the option to renew this MOA for a period of two (2) additional one (1) year periods subject to the same terms noted herein, by providing the JAG 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 JAG a sum not to exceed Ninety Thousand Dollars (\$90,000.00) in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this MOA.

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-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).



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5. RECORDS

JAG when applicable, will present documented precise records of time and/or money expended under this Contract.

6. PROFESSIONAL STANDARDS

JAG 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 MOA shall become the property of the Government and shall be turned over to it at the termination of this MOA. The above-described materials shall not be used by JAG or by any other person or entity except upon the written permission of the Government.

8. LIABILITY OF OTHERS

Nothing in this MOA shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by JAG 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 Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for JAG, its servants, agents or independent contractors.

9. ASSIGNMENT

JAG shall not subcontract or assign any part of the services under this MOA without the prior written consent of the Government.

10. INDEMNIFICATION

JAG 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 JAG under this MOA and arising from any cause, except the sole negligence of Government.

11. INDEPENDENT CONTRACTOR

JAG shall perform this MOA as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.



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12. GOVERNING LAW

This MOA 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 MOA 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 MOA, 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 MOA 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 MOA is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to JAG, 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 JAG 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 JAG-gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

16. CONDITION PRECEDENT

This MOA 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



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Either party will have the right to terminate this Contract with or without cause on sixty (60) days written notice to the other party specifying the date of termination.

18. PARTIAL TERMINATION

The performance of work under this MOA may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing sixty (60) days written notice to the JAG. This partial termination shall be effected by delivering to the JAG a Notice of Partial Termination specifying the extent to which the term and/or duties under this MOA are terminated and the date upon which such termination becomes effective. The JAG shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the sixty (60) 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 MOA on account of race, creed, color, sex, religion, disability or national origin.

20. CONFLICT OF INTEREST

JAG 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 MOA.

21. NOTICE

Any notice required to be given by the Terms of this MOA 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 U.S. Virgin Islands 00802

GARY MOLLOY
Commissioner
Department of Labor
4100 Sion Farm, Suite 1
Christiansted, VI, 00820



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RACQUEL BERRY-BENJAMIN
Commissioner
Department of Education
1834 Kongens Gade
St. Thomas, 00802

SHENIKA SEBASTEIN
Council of Affiliates
Department of Labor
4401 Sion Farm, Suite 1
Christiansted, VI, 00820

KENNETH M. SMITH
President/CEO
Job's for America's Graduates
1729 King Street Suite 100
Alexandria, VA 22314

22. LICENSURE

JAG covenants that it has:

- (c) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (d) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

23. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this MOA and are incorporated herein by reference.

24. DEBARMENT CERTIFICATION

By execution of this MOA, the JAG-certifies that it is eligible to receive awards using federally appropriated funds and that it has not been suspended or debarred from entering into agreements with any federal agency. JAG shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON-PROCUREMENT". In the event JAG or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the JAG or subcontractor agrees that it shall not be entitled to payment for any work performed under this MOA or any subcontract and that the JAG or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

25. FALSE CLAIMS

General Contract No. G031DOET21



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JAG warrants that it shall not, with respect to this MOA, 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. JAG acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

26. NOTICE OF FEDERAL FUNDING

JAG acknowledges that this MOA is funded, in whole or in part, by federal funds. JAG warrants that it shall not, with respect to this MOA, make or present any claim knowing such claim to be false, fictitious, or fraudulent. JAG acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence.

27. FACSIMILE, ELECTRONIC & DIGITAL SIGNATURES

A facsimile, electronic or digital signature on this Contract shall be deemed an original and binding upon the Parties hereto.

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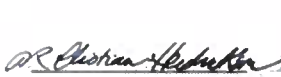


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IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS



Gary Molloy, Commissioner
Department of Labor

05/11/2021

Date



Racquel Berry-Benjamin
Racquel Berry-Benjamin, Commissioner
Department of Education

05/11/2021

Date

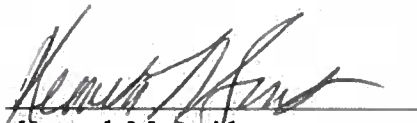


Anthony D. Thomas
Anthony D. Thomas, Commissioner
Department of Property and Procurement

6/1/2021

Date





Kenneth M. Smith
President/CEO
Jobs for America's Graduates, Inc.

5/11/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE BY:



Date 6/1/2021

PURCHASE ORDER NO. _____