

**CENTRAL COUNCIL
TLINGIT AND HAIDA INDIAN TRIBES
OF ALASKA**

GRANT SUBRECIPIENT SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into and effective from the date of signature ("Effective Date"), by and between the Central Council of Tlingit and Haida Indian Tribes of Alaska (**Grantee**), 320 W. Willoughby Ave, Suite 300, Juneau, AK 99801 and **Southeast Island School District - SISD (Subrecipient) PO Box 19569, Sandy Beach Road, Throne Bay, AK 99919** (individually, "Party" and collectively, "the Parties").

RECITALS:

WHEREAS, Grantee has applied for and received funds, Catalog of Federal Domestic Assistance Number **84.356A (Alaska Native Educational Program)** from the United States Government **Department of Education** under **Appropriations Act; P.L. 103-382 X**.

WHEREAS, Grantee wishes to engage Subrecipient to assist Grantee in utilizing such funds for the provision of services to **work collaboratively with Grantee and Partners to meet the unique educational needs of Southeast Alaska Native students by bringing the Achieving Success by Respectfully Targeting Individual Developmental Ecology (ASTRIDE) project to support developmental ecologies, academic achievement, cultural practice and preservation and teach resiliency;**

WHEREAS, Subrecipient has represented that it is capable of providing the necessary contractual services desired by Grantee;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained in this Agreement and described below, the Parties agree as follows:

1. GENERAL.

A. SCOPE OF WORK. Subrecipient agrees to provide the following services for Grantee:

- 1) Program Delivery.** Subrecipient will be administering and supporting: **2019-2021 ASTRIDE Program** in a manner satisfactory to Grantee and consistent with any standards required as a condition of providing these funds.

Subrecipient shall undertake and complete the activities as set forth in **LISTED BELOW** to this Agreement, which provides a description of each activity including the products to be provided and/or services to be performed, and

identifies the person or entity providing the services, the location of the activities, the recipients of the service, and the manner and means of the services.

- 2) **General Administration.** Subrecipient will maintain program and financial records documenting eligibility, provision of services, and Subrecipient's expenses relative to the project as a result of assistance provided through the ASTRIDE program. Subrecipient responsibilities include:

- **Administering ASTRIDE in accordance with Federal Regulations: CFR PART X; Edgar, as applicable and 2 CFR, as applicable.**
- **Project monitoring;**
 - Subrecipient will support Grantee in implementing, delivering and managing the project as the applicant and fiscal agent. Provide ongoing feedback, guidance and participation with the ASTRIDE Partners regarding implementation of the project for Alaska Native students and their education;
- **Project fiscal management;**
 - Subrecipient will submit all ASTRIDE related receipts to Grantee within a reasonable time for payment or reimbursement;
- **Project reporting;**
 - Subrecipient will report on active participation of the grant activities and, if applicable, will require monthly or quarterly reports;
 - Subrecipient will allow a 0.25 staff person, reimbursed by ASTRIDE funding, to serve as the project's Local Student Resiliency Leader; duties are outlined in the Local Leader Position description;
 - Subrecipient will coordinate and support applicable staff to attend Professional Development trainings to: plan quarterly review meeting with participating students; improve their progress effectively support student to understand how their developmental ecology and academic work relate to the student's academic and other life goals;
 - Subrecipient will offer time and support for school staff to receive training, such as during in-services and at multi-partner, off-site trainings;
 - Subrecipient will encourage applicable staff and community members (e.g., working in education and behavioral/mental health) to attend project-related trainings and activities;

- Subrecipient will encourage students and staff to attend project-related events and activities including, but not limited to Phlight Clubs, cultural values alignment sessions, connecting activities, etc., as applicable;
- Subrecipient, experienced as an LEA, will deliver ANE grants, SISD will support Grantee in implementing, delivering and managing the ASTRIDE project as the applicant and fiscal agent and provide Amy McDonald as main contact in supporting the Grantee.

3) Records Access: As stipulated in the requirements set forth by 29 CFR Part 97.42:

“The Inspector General, the Comptroller General of the United States, or any other duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of recipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. This right also includes timely and reasonable access to recipient’s personnel for the purpose of interview and discussion related to such documents.”

4) Equipment

As stipulated in 29 CFR 97.32 the following regulations and procedures are in effect for all equipment acquired through grant funds:

a. Title

Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in the grantee or subgrantee respectively.

b. States

A State will use, manage, and dispose of equipment acquired under a grant by the State in accordance with State laws and procedures. Other grantees and subgrantees will follow paragraphs (c) through (e) of this section.

c. Use

- Equipment shall be used by the grantee or sub grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

- The grantee or sub grantee shall also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the project or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency. User fees should be considered if appropriate.
- Notwithstanding the encouragement in 97.25(a) to earn program income, the grantee or sub grantee must not use equipment acquired with grant funds to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by Federal statute.
- When acquiring replacement equipment, the grantee or sub grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the awarding agency.

d. **Management Requirements**

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum meet the following requirements:

- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation on the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good condition.

- If the grantee or sub grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

e. **Disposition**

When original or replacement equipment acquired under grant or sub grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- Items of equipment with a current per unit fair market value in less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
- Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current fair market value or proceeds from sale by the awarding agency's share of the equipment.
- In cases where a grantee or sub grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub grantee to take excess and disposition actions.

f. **Federal Equipment**

In the event a grantee or sub grantee is provided federally-owned equipment:

- Title will remain vested in the Federal Government.
- Grantees or sub grantees will manage the equipment in accordance with Federal agency rules and procedures, and submit an annual inventory listing.
- When the equipment is no longer needed, the grantee or sub grantee will request disposition instructions from the Federal Agency.

g. **Right to Transfer Title**

The Federal awarding agency may reserve the right to transfer title to the Federal Government or a third part named by the awarding agency when such a third party is otherwise eligible under existing statutes. Such transfer shall be subject to the following standards:

- The property shall be identified in the grant or otherwise made known to the grantee in writing.
- The Federal awarding agency shall issue disposition instruction within 120 calendar days after the end of the Federal support of the project for which it was acquired. If the Federal awarding agency fails to issue disposition instructions within the 120 calendar-day period the grantee shall follow *97.32(e) Disposition*.
- When title to equipment is transferred, the grantee shall be paid an amount calculated by applying the percentage of participation in the purchase to the current fair market value of the property.

B. LOCATION OF WORK. POW – Thorne Bay, Alaska

2. SCHEDULE. Subrecipient shall provide services on the following schedule:
[SEE APPENDIX A]

3. TERM. The Term of this Agreement begins from the date of signature, and terminates on **December 31, 2021**, unless extended by written agreement of the Parties.

4. COMPENSATION.

A. Grantee agrees to compensate Subrecipient for the services provided under this Agreement, as follows: **Grantee recognizes that some month's will have various scheduled events due to special activities, thus expenses will be higher, however, as the student support card supervisor, Amy McDonald's cost of services is approximately: (YR1 - \$38,300.00; YR2 - \$38,300.00; YR3 - \$39,500.00) not to exceed a total of \$41,600.00 annually under this agreement, and, in addition, not to exceed a total of \$12,000.00 annually, for her travel expenses. Other activity and travel related expenses will include an additional 3 SISD participants, and not to exceed amount of \$36,000.00 annually.**

B. Payment shall be made upon Grantee's approval of Subrecipient's monthly or quarterly invoices. Subrecipient's invoices must detail the work performed during the preceding month and estimate the percentage of work accomplished to date. Grantee shall make payment to Subrecipient at the address specified above.

C. In addition to the foregoing compensation, a subrecipient may seek to negotiate with the Bureau of Indian Affairs (BIA) an amount to be paid directly by the BIA to Subrecipient for contract support costs, including indirect costs, to support the administration of any programs under this Agreement with BIA funds that were transferred by the BIA to Grantee under the authority of Titles I or IV of Pub. L. No. 93-638, as amended. Any such funds shall be over and above the compensation specified in paragraph A of this section, and shall be accounted for in the same manner as other compensation is accounted for in this Agreement.

5. TERMINATION. The obligation to provide further services under this Agreement may be terminated:

A. For cause, by either party upon **30** days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party;

B. For convenience, by Grantee upon Subrecipient's receipt of notice from Grantee. In the event of termination for convenience, the Subrecipient shall be compensated for work performed prior to the termination date, including reimbursable expenses then due.

6. DISPUTES. The Parties agree to enter into good faith negotiations to resolve any disputes that arise out of or relate to this Agreement. If such a dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by non-binding mediation. The Parties may agree upon a mediator and procedure for mediation or, if they cannot agree, the parties agree to non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before a mediator selected in accordance with those Procedures. If mediation fails to resolve the dispute(s), the Parties agree to present the dispute(s) to Grantee's Executive Council for resolution. The decision of the Grantee's Executive Council shall be final and binding upon the Parties.

7. AMENDMENT. The terms of this Agreement may be modified or amended only upon the signed, written agreement of both parties.

8. NOTICES. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address listed on page 1 of this Agreement and given personally, by facsimile, by registered or certified mail postage prepaid, by a commercial courier service or by electronic mail. All notices shall be effective upon the date of **RECEIPT**.

9. SUCCESSORS AND ASSIGNS. Grantee and Subrecipient each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements, and obligations of this Agreement. Subrecipient shall not assign, sublet or transfer any interest in this Agreement or obligation hereunder without the written consent of Grantee.

10. EMPLOYEES AND CONSULTANTS.

A. The work required under this Agreement will be performed by Subrecipient, its employees, subcontractors and consultants. Subrecipient shall have the sole right to designate which of its employees shall perform the services required to be performed under this Agreement.

B. Grantee retains the right to approve or reject the use of any subcontractor or sub-consultant. Subrecipient will notify Grantee in writing of Subrecipient's intent to employ a subcontractor or sub-consultant. Grantee shall notify Subrecipient within 10 day(s) if it rejects the proposed employment. Otherwise, Subrecipient shall proceed with the employment of the subcontractor or sub-consultant as proposed.

11. INDEPENDENT CONTRACTOR. The parties intend that in performance of services pursuant to this Agreement, Subrecipient shall act at all times as an independent contractor and not as an employee of Grantee. Nothing in this Agreement is intended to create an employer-employee relationship between Grantee and Subrecipient or any of Subrecipient's employees, officers, owners or agents. Subrecipient will be solely and entirely responsible for his acts and those of his agents, employees, and subcontractors and none of said persons shall be considered employees of Grantee for any purpose.

12. INDEMNIFICATION. Subrecipient agrees to defend, indemnify and hold harmless Grantee for any claims, causes of action or liability resulting from the negligence or other acts of Subrecipient or its employees arising from or relating to the performance of this Agreement.

13. SOVEREIGN IMMUNITY. Grantee, Central Council of Tlingit and Haida Indian Tribes of Alaska, is a federally recognized Indian tribe and, as such, possesses sovereign immunity. Neither this Agreement nor any provision in this Agreement is intended to be, shall be deemed to be or may be construed as a waiver of Grantee's sovereign immunity. Nothing in this Agreement may be construed to constitute the agreement of Grantee to suit in the courts of the State of Alaska.

14. GOVERNING LAW. The validity, interpretation and performance of this Agreement shall be governed by: first, the law of the Central Council of Tlingit and Haida Indian Tribes of Alaska, including traditional tribal law and tribal common law; second, federal law, including federal statutory and common law; and third, in the absence of applicable tribal and federal law, the laws of the State of Alaska, provided, however, that references to the laws of the State of Alaska shall not be construed as an admission or concession by Grantee that the State of Alaska or any subdivision or agency thereof has authority to promulgate laws applicable to Grantee.

15. SEVERABILITY. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, who agree that the Agreement shall be amended to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. WAIVER. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. INTEGRATION. This Agreement represents the entire integrated agreement between Grantee and Subrecipient and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Grantee and Subrecipient.

18. AUDIT AND COMPLIANCE. The provisions of the Office of Management and Budget (OMB) super circular 2 CFR 200, Audits of States, Local Governments, and Non-Profit Organizations, shall apply to this agreement. Subrecipient **ANEP –ASTRIDE Program Funds** shall be audited according to the requirements of OMB 2 CFR 200 on an annual basis. If a Federal Single Audit is required, an audited Subrecipient shall submit to the Federal Clearing House and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB 2 CFR 200 within the earlier of 30 days after receipt of the auditor's reports(s) or nine months after the end of the audit period.

Subrecipient acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Subrecipient for the purposes of performing the work and activities as listed in or attached to this Agreement. Subrecipient shall fully reimburse Grantee for any cost of Subrecipient which is disallowed by any federal agency and which must be refunded thereto by Grantee.

19. MISCELLANEOUS PROVISIONS.

A. [FOR ALL CONSTRUCTION CONTRACTS AWARDED IN EXCESS OF \$10,000 BY GRANTEES AND THEIR CONTRACTORS OR SUBGRANTEES]

Subrecipient agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

B. [FOR ALL CONTRACTS AND SUBGRANTS FOR CONSTRUCTION OR REPAIR] Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3).

C. [FOR ALL CONTRACTS IN EXCESS OF \$2000 AWARDED BY GRANTEES AND SUBGRANTEES WHEN REQUIRED BY FEDERAL GRANT PROGRAM LEGISLATION] Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141 to 3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

D. [FOR ALL CONSTRUCTION CONTRACTS AWARDED BY GRANTEES AND SUBGRANTEES IN EXCESS OF \$2000, AND IN EXCESS OF \$2500 FOR OTHER CONTRACTS WHICH INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS] Subrecipient agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 to 3703) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

E. [WHERE APPLICABLE, THIS PROVISION SHALL INCLUDE NOTICE OF AWARDING AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING, PATENT RIGHTS WITH RESPECT TO ANY DISCOVERY OR INVENTION WHICH ARISES OR IS DEVELOPED IN THE COURSE OF OR UNDER SUCH CONTRACT, OR COPYRIGHTS AND RIGHTS IN DATA.]

F. Subrecipient agrees to provide Grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives with access to any books, documents, papers, and records of Subrecipient which are directly pertinent to this Agreement for the purpose of audit, examination, excerpts, and transcriptions. Subrecipient agrees to retain all such records for a period of three years following the final payment made pursuant to this Agreement and all other pending matters are closed.

G. [FOR CONTRACTS, SUBCONTRACTS, AND SUBGRANTS OF AMOUNTS IN EXCESS OF \$100,000] Subrecipient agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).

H. Where applicable, Subrecipient agrees to comply with standards and policies relating to energy efficiency under AS 46.11.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

**CENTRAL COUNCIL OF TLINGIT AND
HAIDA INDIAN TRIBES OF ALASKA**

SUBRECIPIENT

By: _____
Title: President, COO, or CFO Only
Date: _____

By: _____
Title: _____
Date: _____

Tax ID # 92-0036505

Tax ID, Business License or SSN#

PLEASE NOTE: AS 23.20.265 prohibits an employer which contracts with a contractor or subcontractor from making any payment to that contractor or subcontractor for a debt due until the contractor or subcontractor has paid any Employment Security taxes due for personal services performed by individuals employed by the contractor or subcontractor arising out of the contract or subcontract.