



NOTIFICATION OF GRANT AWARD

Virgin Islands Territorial Funds



OPCMR

THIS AGREEMENT is made this 28th day of September 2020 in the Territory of the Virgin Islands, by and between **the Government of the Virgin Islands, Department of Property & Procurement**, on behalf of the **Department of Human Services**, 1303 Hospital Ground; St. Thomas, VI 00802 (hereinafter referred to as "Government" or "Grantor" and **Women's Coalition of St. Croix, Inc.**, P.O. Box 222734, ST. Croix, VI 00822 (hereinafter referred to as "Grantee") do hereby provide a financial grant as per the following:

1. **GRANTOR:** **Government of the United States Virgin Islands through the DEPARTMENT OF PROPERTY & PROCUREMENT Building No 1, Sub Base St. Thomas, VI 00802 and the DEPARTMENT OF HUMAN SERVICES Knud Hansen Complex, Building A 1303 Hospital Ground St. Thomas, VI 00802**

2. **GRANTEE:** **WOMEN'S COALITION OF ST. CROIX, INC P.O. Box 222734 Christiansted, St. Croix, U. S. Virgin Islands 00822**

3. **AUTHORIZATION:** Act. No. 8244; Bill No. 33-0186 Crisis Intervention Fund

4. **TERM OF AWARD & PROJECT PERIOD:** *October 1, 2019 through September 30, 2020*

5. **TYPE OF AWARD:** New

6. **PROJECT DESCRIPTION:** To provide crisis intervention, counseling, advocacy, referrals and emergency services to all crime victims. See detailed *Scope of Services* in **Attachment II** to this *Notice of Grant Award*, which is incorporated herein and made a part of Grantee's acceptance and agreement to provide the services pursuant to this *Notice of Award*.

7. **AMOUNT OF AWARD:** **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**

8. **PAYMENT SCHEDULE:** The Department of Human Services shall pay this Award to Women's Coalition of St. Croix in the following quarterly installments as follows:

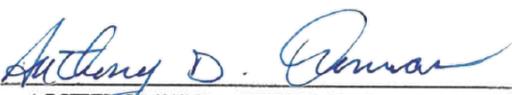
October 1, 2019	\$ 25,000.00
January 1, 2020	\$ 25,000.00
April 1, 2020	\$ 25,000.00
July 1, 2020	\$ 25,000.00

9. **TERMS AND CONDITIONS OF AWARD:** This Grant Award is subject to appropriation by the Legislature of the U. S. Virgin Islands and to the availability of said funds. **The Acceptance of Terms and Conditions Grant Award**, which is set forth as **Attachment I** and the **Scope of Services**, set forth as **Attachment II** shall be executed by Grantee and shall be made a part of this Award.

NAMES AND SIGNATURES OF AUTHORIZING OFFICIALS

By: 
KIMBERLEY CAUSEY-GOMEZ
Commissioner
DEPARTMENT OF HUMAN SERVICES

Date: 01 September 2020

By: 
ANTHONY D. THOMAS
Commissioner
DEPARTMENT OF PROPERTY & PROCUREMENT

Date: 9/28/2020

ATTACHMENT I
Acceptance of Terms and Conditions Grant Award

1. Unless revised, the amount of **One Hundred Thousand 00/100 Dollars (\$100,000.00)** is the **APPROVED GRANT AWARD AMOUNT** and it will constitute a ceiling for Territorial Government participation in the approved cost.
2. The award is subject to the appropriation of funds from the Virgin Islands Legislature and is the availability of said funds.
3. The Grantee understands that no funds awarded by this Notification will be released until all required reports have been completed in the formats and times prescribed by the Department of Human Services. The required reports are to be submitted to the Department of Human Services Director of Nonprofits and Support Services. The Director of Nonprofits and Support Services certifies that all terms of this Award and Agreement are being met.
4. The Grantee covenants that no person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this project on account of race, creed, color, sex, religion, national origin or handicap. The Grantee further agrees that information regarding existing architectural barriers in the facility (ies) of the Grantee and plans to remove the same will be submitted to the Department of Human Services within **thirty (30) days** of receipt of this *Notification of Grant Award*.
5. The Grantee agrees to have the purpose and costs of all off island travel identified in the budget approved by the Department of Human Services in advance of each date of travel.
6. The Grantee agrees that the Department of Human Services shall have the right of prior approval for all revisions including, but not limited to, changes in cost categories, program content, and project period.
7. The Grantee agrees that any books, reports, pamphlets, papers, articles and press releases on project activities will contain acknowledgment of the support of the Government.
8. The Grantee agrees to maintain current records of the use of cash and in-kind contributions to the project, and further to maintain records of all other funds supplementing the project.
9. The Grantee agrees to maintain adequate records of attendance of paid staff, employees and/or agents in order to facilitate the identification of personnel services identified in the project proposal, and of unpaid volunteers providing in kind services in the project proposal. The Grantee agrees to retain all above-referenced records for the purpose of program review and audit for a period of seven (7) years.
10. In accepting this Award, the Grantee shall operate the project in accordance with the proposal and any modification made by the Department of Human Services, which is contained in this Notification.

Award No. G063DHST20

Grantee Initials: CSL

11. The Grantee agrees to exercise continuing effort to secure and/or increase private financial participation with a view towards total independence, private funding.
12. Grantee staff shall attend meetings and training sessions as may be requested by the Department of Human Services, providing reasonable notice of the same is given to Grantee.
13. Nothing in this Agreement shall be construed to impose any liability upon Government to persons, firms, associations, or corporations engaged by the 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 the Grantee or whatsoever nature, including but not limited to unemployment insurance and social security taxes for the Grantee, his servants, agents or independent contractors.
14. The Grantee shall not assign nor contract any part of the project without the prior written consent of the Department of Human Services.
15. The Grantee agrees to investigate, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, 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 the Grantee under this Agreement and arising from any cause, except the sole negligence of Government.
16. The Grantee covenants that this Agreement constitutes the entire agreement between the parties hereto, and all prior understanding or communications, written or oral, with respect to the project, which is the subject matter of this Agreement, are merged herein.
17. The Government, through the Director of Nonprofits and Support Services, as Program Monitor of this Grant Award, shall conduct program monitoring to ensure that program goals are being met.
18. If the project is not conducted in accordance with the terms hereof, Government will have the right to withhold out of any payment due to the 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 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 the Grantee gives satisfactory assurance to Government that such claims will be paid by the Grantee or its insurance carrier, if applicable in the event that such contest is not successful.
19. Either party will have the right to terminate this Agreement with or without cause on **TEN (10)** days written notice to the other party specifying the date of termination provided, however, should grantee elect to terminate this Agreement and has in its possession funds that have been unexpended, said funds shall be returned to the Government. If this Agreement is being terminated by either party or a third party due to Grantee's misuse of said funds, Grantee shall reimburse said funds to the Government.

20. The Grantee covenants that it (includes owners, principals, partners, directors or officers) is:
- a. 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
 - b. 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 interests, including the penalties provision set forth in Section 1108 thereof;
 - ii. not made, negotiated or influenced this award, in its official capacity;
 - iii. no financial interest in the award as that term is defined in Section 1101, (1) of said Code Chapter.

21. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT: Kimberley Causey-Gomez, Commissioner
Department of Human Services
1303 Hospital Ground, Suite 1
St. Thomas, VI 00802

Attention: Kendall Tutein, Director of Nonprofits and Support Services
Telephone: (340) 718-2980

Copy To: Anthony D. Thomas
Commissioner
Department of Property & Procurement
No. 1, Sub Base, Third Floor
St. Thomas, U.S. Virgin Islands 00802
Telephone: (340) 774-0828

GRANTEE: **Women's Coalition of St. Croix, Inc.**
P.O. Box 222734
Christiansted
St. Croix, U.S. Virgin Islands 00822
Taxpayer Identification No. 66-0392626

Attention: Clema Lewis
Executive Director
Telephone: (340) 773-9272
Email: clema@wcstx.org

22. Other conditions:

I HEREBY ACCEPT the terms and conditions of the above *Notification of Grant Award* and Agreement on this the 29th day of June, 2020.

GRANTEE:

WOMEN'S COALITION OF ST. CROIX, INC

Witness:

1

Elizabeth Stewart

2

Carolyn D. Somo

By:

Clema S Lewis

CLEMA LEWIS

Executive Director