

NOTIFICATION OF GRANT AWARD

Virgin Islands Territorial Funds

THIS AGREEMENT is made 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 Agriculture, RR 1 Box 10345, Kingshill, VI 00850 (hereinafter referred to as "Government" or "Grantor") and Animal Care Center of St. John, Inc., PO Box 429, St. John, VI 00831-42 (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 AGRICULTURE
RR 1 Box 10345
Kingshill, VI 00850
2. **GRANTEE:** ANIMAL CARE CENTER OF ST. JOHN, INC.
PO Box 429
St. John, VI 00831-42
3. **AUTHORIZATION:** ANIMAL SERVICES
4. **TERM OF AWARD & PROJECT PERIOD:** *October 1, 2022 through September 30, 2023.*
5. **TYPE OF AWARD:** Renew.
6. **PROJECT DESCRIPTION:** 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:** Fifty Thousand and 00/100 Dollars (\$50,000.00)
8. **PAYMENT SCHEDULE** The Department of Agriculture shall pay this Award to Animal Care Center of St. John, Inc. in four quarterly payments as follows:

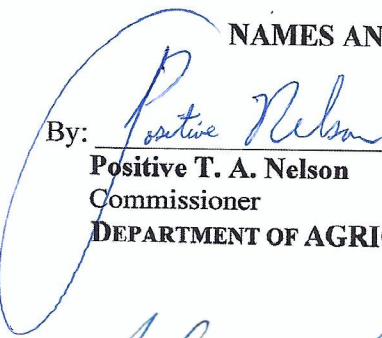
December 1, 2022	\$12,500.00
March 1, 2023	\$12,500.00
July 1, 2023	\$12,500.00
September 1, 2023	\$12,500.00

Award No. G008DOAT23

Grantee Initials: 

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

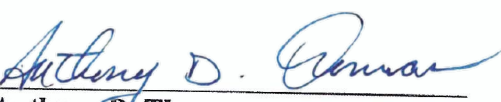
By: 

Positive T. A. Nelson

Commissioner

DEPARTMENT OF AGRICULTURE

Date: 11/15/2022

By: 

Anthony D. Thomas,

mk Commissioner

DEPARTMENT OF PROPERTY & PROCUREMENT

Date: 12/12/2022

Award No. G008DOAT23

Grantee Initials: pm

ATTACHMENT I

Acceptance of Terms and Conditions Grant Award

1. Unless revised, the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) 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 the availability of said funds.
3. The Grantee understands that funds awarded by this Notification will be released in advance of receipt of reports; however, should the required reports not be completed in the formats and times prescribed by the Department of Agriculture; the funds will be subject to forfeiture. The required reports are to be submitted to and accepted by the Commissioner of the Department of Agriculture or his designee. The Commissioner is the final authority in certifying 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 Agriculture 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 Agriculture in advance of each date of travel.
6. The Grantee agrees that the Department of Agriculture 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 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 Agriculture, which is contained in this Notification.

Award No. G008DOAT23

Grantee Initials: 

11. The Grantee agrees to exercise continuing effort to secure and/or increase private financial participation.
12. Grantee staff shall attend meetings and training sessions as may be requested by the Department of Agriculture, 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 Agriculture.
15. The Grantee agrees to indemnify, 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 Program Monitor of this Grant Award for Animal Services, 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 here from, 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.

Award No. G008DOAT23

Grantee Initials: EM

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:

Positive T. A. Nelson
Commissioner
Department of Agriculture
#1 Estate Lower Love
Kingshill, VI 00850

Attention: Atarah Garib

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:

Animal Care Center of St. John, Inc.
PO Box 429, Cruz Bay
St. John, U.S. Virgin Islands 00831-42
Taxpayer Identification No.: 66-0496282

Attention: Ryan Moore
Shelter Manager
Telephone/Fax: (340) 774-1625
Email: info@stjacc.org

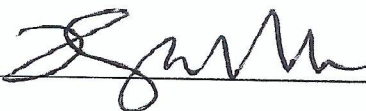
22. Other conditions: N/A

Award No. G008DOAT23

Grantee Initials: em

I HEREBY ACCEPT the terms and conditions of the above *Notification of Grant Award* and Agreement on this the 8th day of November, 2022.

GRANTEE: **The Animal Care Center of St. John, Inc.**

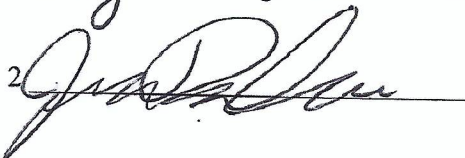
Signature: 

Name: Ryan Moore

Title: Shelter Manager

Witnesses:

1  Program Director

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Award No. G008DOAT23

Grantee Initials: RM