

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 **St. Croix Animal Welfare Center, Inc.**, 9250 Est Clifton Hill, Kingshill, VI 00850 (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, Subbase
St. Thomas, VI 00802
and the
DEPARTMENT OF AGRICULTURE
RR 1 Box 10345
Kingshill, VI 00850
2. **GRANTEE:** ST. CROIX ANIMAL WELFARE CENTER, INC.
9250 Est Clifton Hill
St. Croix, VI 00850
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:** One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00)
8. **PAYMENT SCHEDULE** The Department of Agriculture shall pay this Award to St. Croix Animal Welfare Center, Inc. in four quarterly payments as follows:

December 1, 2022	\$43,750.00
March 1, 2023	\$43,750.00
June 1, 2023	\$43,750.00
September 1, 2023	\$43,750.00

Award No. G009DOAT23

Grantee Initials: AG

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:

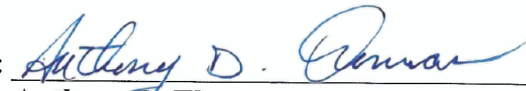


Positive T. A. Nelson
Commissioner
DEPARTMENT OF AGRICULTURE

Date:

12/13/2022

By:



Anthony D. Thomas
mtv Commissioner

DEPARTMENT OF PROPERTY & PROCUREMENT

Date:

12/19/2022

Award No. G009DOAT23

Grantee Initials: AC

ATTACHMENT I

Acceptance of Terms and Conditions Grant Award

1. Unless revised, the amount of One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00) 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 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 Agriculture, which is contained in this Notification.

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Grantee Initials: AB

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.

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
7944 Estate Dorothea
St. Thomas, VI 00802

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:

St. Croix Animal Welfare Center, Inc.
9250 Estate Clifton Hill
St. Croix, U.S. Virgin Islands 00850
Taxpayer Identification No.: 23-7357706

Attention: *Andreas Gloggengiehser*
Managing Director
Telephone/Fax: (340) 778-1650
Email: executivedirector@stcroixawc.org

22. Other conditions: N/A

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I HEREBY ACCEPT the terms and conditions of the above *Notification of Grant Award* and Agreement on this the 13 day of December, 2022.

GRANTEE: **The St. Croix Animal Welfare Center, Inc.**

Signature: 

Name: Andreas Glogengieher

Title: executive director

Witnesses:

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Grantee Initials: 

Attachment II
Scope of Services

- (1) The *Grantee* will furnish animal shelter facilities at an approved location:
 - on the island of **St. Croix**.
- (2) The *Grantee* will maintain proper housing, food, water, and humane treatment for all lost, stray, or homeless dogs and cats which come into its custody and while in its possession.
- (3) The *Grantee* will maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this Grant.
- (4) The *Grantee* shall, to the best of their ability, capture and impound dogs and cats running at large on the island of service which poses a threat to the public, endangers lives or livestock, or are injured or suffering. The *Grantee* will hold impounded animals for the required five (5) days and post notices in media regarding any such impounded animals. If such an animal is injured or suffering the *Grantee* may humanely euthanize animal. In such a case, a report of condition of animal, location of animal, description of animal and reason for euthanasia shall be kept. After five (5) days, an impounded animal may be offered for adoption, transferred to another shelter, or humanely euthanized as authorized by law.
- (5) The *Grantee* will allow open admission to all stray dogs and cats.
- (6) The *Grantee* shall assist in the rescue of dogs and cats trapped or unnaturally restrained and provide humane care if necessary.
- (7) The *Grantee* shall report any suspected cases of animal cruelty to VIPD.
- (8) The *Grantee* shall be designated as an approved quarantine facility for a period of ten (10) days, space permitting and at the expense of the owner, to provide housing and shelter for an animal known to have bitten a person or animal and for which has been reported to the

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VIPD and the VI Department of Health. Otherwise, the animal shall be assigned to quarantine at home under the direction of the VIPD and VIDA.

- (9) The *Grantee* under the auspices of this Award shall reference the “Dangerous Dog” statute (19 VIC § 2615c) under the VI Code in reference to managing animals running at-large, or as nuisances in the community.
- (10) The *Grantee* shall maintain records of all animals taken into custody and impounded, showing the date, place, reason, and manner whereby the animals were brought into custody with a description of the animal and record of its final disposition.
- (11) The *Grantee* will submit quarterly reports to the Commissioner of Agriculture’s designee within 30 days of the close of said quarter to include but is not limited to a summary of the animal control activities and costs related to this contract.
 - Quarter 1 (**Q1**): October, November, December
 - Quarter 2 (**Q2**): January, February, March
 - Quarter 3 (**Q3**): April, May, June
 - Quarter 4 (**Q4**): July, August, September