



NOTIFICATION OF GRANT AWARD
Virgin Islands Territorial Funds



THIS AGREEMENT is made this 16th day of September 20 21 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 Sports, Parks, and Recreation**, Building No. 1 Sub Base; St. Thomas, VI 00802 (hereinafter referred to as "Government" or "Grantor") and **Caribbean Drag Racing Association, Inc.**, 56 Queen Street, St. Croix, VI 00820 (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 SPORTS, PARKS, AND RECREATION
8201 Subbase, Suite 2
St. Thomas, VI 00802
2. **GRANTEE:** **CARIBBEAN DRAG RACING ASSOCIATION, INC.**
56 Queen Street
St. Croix, U. S. Virgin Islands 00820
3. **AUTHORIZATION:** Act No. 8449, St. Croix Motor Sports Complex Restoration
4. **TERM OF AWARD & PROJECT PERIOD:** The project shall commence on August 1, 2021, and run until July 31, 2022 ("**Project Period**").
5. **TYPE OF AWARD:** Capital Grant Award
6. **PROJECT DESCRIPTION:** Restoration of facilities at the St. Croix Motor Sports Complex. 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:** **Six Hundred Seventy-Five Thousand, Five-Hundred Dollars and Zero Cents (\$675,500.00)**
8. **PAYMENT SCHEDULE** The Department of Sports, Parks, and Recreation shall pay this Award to Caribbean Drag Racing Association, Inc. in the following installments as follows:

September 1, 2021	\$337,750.00
November 1, 2021	\$337,750.00

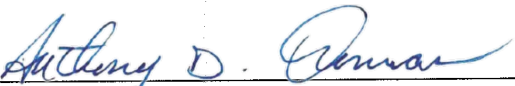
9. **TERMS AND CONDITIONS OF AWARD:** This Grant Award is subject to appropriation by the Legislature of the U. S. Virgin Islands and to the availability of said funds. The *Acceptance of Terms and Conditions Grant Award*, which is set forth as *Attachment I*, the *Scope of Services*, set forth as *Attachment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

NAMES AND SIGNATURES OF AUTHORIZING OFFICIALS

By: 

Date: 09/15/2021

Calvert White
Commissioner
DEPARTMENT OF SPORTS, PARKS, AND RECREATION

By: 

Date: 9/16/2021

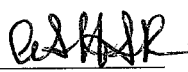
MKT
Anthony D. Thomas
Commissioner
DEPARTMENT OF PROPERTY & PROCUREMENT

ATTACHMENT I

Acceptance of Terms and Conditions Grant Award

1. Unless revised, the amount of **Six Hundred Seventy-Five Thousand Dollars, Five-Hundred and Zero Cents (\$675,500.00)** 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 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 Department of Sports, Parks, and Recreation. The required reports are to be submitted to and accepted by the Administrator of the Department of Sports, Parks, and Recreation. The Administrator certifies that all terms of this Award and [A1] 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 Department of Sports, Parks, and Recreation 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 Department of Sports, Parks, and Recreation in advance of each date of travel.
6. The Grantee agrees that the Department of Department of Sports, Parks, and Recreation 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 Department of Sports, Parks, and Recreation, which is contained in this Notification.

Award No. G084SPRT21

Grantee Initials: 

11. The Grantee agrees to exercise continuing effort to secure and/or increase private financial participation with a view towards total independence and private funding.
12. Grantee staff shall attend meetings and training sessions as may be requested by the Department of Department of Sports, Parks, and Recreation, 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 Department of Sports, Parks, and Recreation.
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 [LA2], 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:

Calvert White
Commissioner
Department of Sports, Parks, and Recreation
8201 Subbase, Suite 2
St. Thomas, VI 00802

Attention: Calvert White, Commissioner


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:

Caribbean Drag Racing Association, Inc.
56 Queen Street
St. Croix, U.S. Virgin Islands 00820
Taxpayer Identification No. 66-0824289

Attention: Arthur S. Hector Sr.
President
Telephone/Fax: (340) 643-6186 / (340) 773-0398
Email: cdra2016@gmail.com

Award No. G084SPRT21

Grantee Initials: 


22. Other conditions:

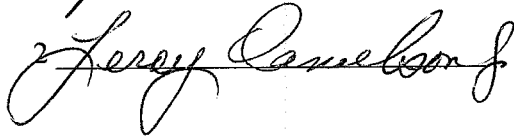
I HEREBY ACCEPT the terms and conditions of the above *Notification of Grant Award* and Agreement on this the 15 day of September, 2021.

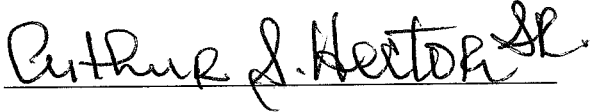
GRANTEE:

Caribbean Drag Racing Association, Inc.

Witness:

1 

2 

By: 

Award No. G084SPRT21

Grantee Initials: 