



NOTIFICATION OF GRANT AWARD

Virgin Islands Territorial Funds



OPCMR

THIS AGREEMENT is made this ____ day of _____ 20__ 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**, 8201 Subbase, suite 201, St. Thomas, VI 00802 (hereinafter referred to as "Government" or "Grantor") and **St. Thomas Cricket Association, Inc.**, P.O. Box 304315, St. Thomas, VI 00803 (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 SPORTS, PARKS, AND RECREATION 8201 Subbase, Suite 201 St. Thomas, VI 00802**
2. **GRANTEE:** **ST. THOMAS CRICKET ASSOCIATION, INC. P.O. Box 304315 St. Thomas, U. S. Virgin Islands 00803**
3. **AUTHORIZATION:** Act 8473 as amended by Act 8578, for the development of the Cricket Field in Estate Nazareth, St. Thomas
4. **TERM OF AWARD & PROJECT PERIOD:** *September 1, 2023, through August 31, 2025*
5. **TYPE OF AWARD:** Discretionary
6. **PROJECT DESCRIPTION:** The 34th Legislature of the Virgin Islands passed Act 8578, amending Act 8473, appropriating funds to the St. Thomas Cricket Association as a grant for the development of the Department of Sports, Parks, and Recreation St. Thomas Cricket Field, located at Tract 1, Estate Nazareth, under the direction of the Department of Sports, Parks, and Recreation. The St. Thomas Cricket Association, in conjunction with the Department of Sports, Parks, and Recreation, shall implement a youth cricket development program in the St. Thomas/St. John district for the youth in the Territory between the ages of three and 21. The St. Thomas Cricket Association is required to comply with the financial disclosure requirements under 2 VIC § 29 and submit a comprehensive development plan for cricket Virgin Islands to the Department of Sports, Parks, and Recreation and the Department of Property and Procurement for approval before commencing the project.
See detailed *Scope of Services* in **Attachment II** to this *Notice of Grant Award*, which is incorporated herein and made a part of the Grantee's acceptance and agreement to provide the services pursuant to this *Notice of Award*.
7. **AMOUNT OF AWARD:** **One Million Five-Hundred Thousand and 00/100 Dollars (\$1,500,000.00)**
8. **PAYMENT SCHEDULE:** The Department of Sports, Parks, and Recreation shall pay this Award to the St. Thomas Cricket Association in the following installments as follows and subject to the conditions outlined in **Attachment II**, attached to this Agreement, and made a part hereof:

Draw 1	\$500,000.00
Draw 2	\$500,000.00
Draw 3	\$500,000.00

G042SPRT23

Notification of Grant Award for the St. Thomas Cricket Association, Inc.,
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Government of the United States Virgin Islands, Department of Sports, Parks, and Recreation
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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 of Grant Award*, which is set forth as *Attachment I*, the *Scope of Services*, set forth as *Attachment II*, and the *Disbursement Schedule*, 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: 8/31/2023
Calvert White,
Commissioner
DEPARTMENT OF SPORTS, PARKS, AND RECREATION

By:  Date: 9/14/2023
Lisa M. Alejandro,
Commissioner Designee
DEPARTMENT OF PROPERTY & PROCUREMENT

APPROVED FOR LEGAL SUFFICIENCY

 Date: 9 / 14 / 2023
Assistant Attorney General

APPROVED

 Date: 9/21/2023
Kevin McCurdy
Acting Governor of the US Virgin Islands

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Grantee Initials: 

ATTACHMENT I

Acceptance of Terms and Conditions of Grant Award

1. Unless revised, the amount of **One Million, Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00)** 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 no funds awarded by this Notification of Grant Award will be released until all required reports have been completed in the formats and times prescribed by the Department of Sports, Parks, and Recreation. The required reports are to be submitted to and accepted by the Commissioner of the Department of Sports, Parks, and Recreation. The Commissioner of the Department of Sports, Parks, and Recreation will certify 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 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 Sports, Parks, and Recreation in advance of each date of travel.
6. The Grantee agrees that the 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 an 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 attendance records 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 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 budget and proposal submitted to the Department of Sports, Parks, and Recreation and any

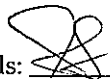
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modification made thereto by the Department of Sports, Parks, and Recreation, which is contained in this Notification of Grant Award.

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 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, its employees, 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 Sports, Parks, and Recreation.
15. The Grantee agrees to indemnify, defend and hold harmless the Government from and against any 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, who will be identified by the Department of Sports, Parks, and Recreation, 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 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 such contest is unsuccessful.
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,

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however, should the 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 terminated due to Grantee's misuse of said funds, Grantee shall reimburse all 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 by 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 201
St. Thomas, VI 00802

Attention: (Chioke George, Executive Assistant)

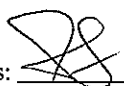
Copy To: Lisa M. Alejandro
Commissioner Designee
Department of Property & Procurement
No. 1, Subbase, Third Floor
St. Thomas, U.S. Virgin Islands 00802
Telephone: (340) 774-0828

GRANTEE:

St. Thomas Cricket Association, Inc.
PO Box 304315
St. Thomas, U.S. Virgin Islands 00803
Taxpayer Identification No. 66-1006200

Attention: Doyle Jones
President
Telephone: (340) 244-1473 / (340) 690-2552
Email: doyle_jones_13@hotmail.com

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22. Other conditions: Grantee acknowledges all contractors performing work on the project to be funded through this Notification of Grant Award must be duly licensed for the services each contractor will perform by the Department of Licensing and Consumer Affairs and in good standing with the Office of the Lieutenant Governor, if applicable. Further, all contractors performing work on the project to be funded through this Notification of Grant, will comply with all commercial general liability insurance, workers compensation, and performance guarantees applicable to construction contracts which are issued by the Government of the Virgin Islands.

I HEREBY ACCEPT the terms and conditions of the above *Notification of Grant Award* and Agreement on this the 30 day of August, 2023.

GRANTEE:

ST. THOMAS CRICKET ASSOCIATION, INC.

Witness:

1 [Signature]
2 [Signature]

By:

[Signature]
Mr. Doyle Jones, President

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