

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE OFFICE OF THE GOVERNOR, VIRGIN ISLANDS ENERGY OFFICE, and  
THE DEPARTMENT OF PROPERTY AND PROCUREMENT**

**THIS AGREEMENT** (the "Agreement") is made as of this day of October 16, 2015, in the Territory of the U.S. Virgin Islands, by and among the **GOVERNMENT OF THE VIRGIN ISLANDS, VIRGIN ISLANDS ENERGY OFFICE ("VIEO")**, No. 4101 Mars Hill, Frederiksted, Virgin Islands 00840-3793 (hereinafter "VIEO"); and the **GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF PROPERTY AND PROCUREMENT ("P&P")** Building No. 1, Estate Sub Base, Third Floor St. Thomas, Virgin Islands, 00802, (hereinafter referred to as "P&P"), (hereinafter VIEO and P&P shall also be referred to collectively herein as the "Parties").

**WITNESSETH:**

**Whereas**, the Virgin Islands Energy Office has received a grant from the U.S. Department of Energy for the State Energy Program (SEP) Grant DE-EE0004394 in which one of the market titles is for a Plug – In Electric Vehicle Demonstration Program; and

**Whereas**, under this Plug – In Electric Vehicle Demonstration Program the VIEO has purchased two electric vehicles and will purchase two charging stations for the vehicles, which will consist of 1 photovoltaic system with a rated peak power output not to exceed 3.5kW per system; and

**Whereas**, VIEO through this Agreement with P&P wishes to demonstrate to government agencies that transportation energy efficiency is viable by using plug-in-electric vehicles in an island environment; and

**Whereas**, this effort will advance the Virgin Islands' goal of reducing dependence on fossil fuel by 60% by the year 2025 and showcase clean energy technology in transportation, as an educational tool to residents, visitors, and other government agencies; and

**Whereas**, the VIEO will provide technical assistance; loan P&P two electric vehicles and the use of the two charging stations one on each island for one year which will all be part of P&P's transportation fleet. VIEO will also pay for all delivery and installation cost of the photovoltaic station; and

**Whereas**, P&P will be required to provide the sites for the charging stations, monitor and record data related to mileage and charging needs, and provide reports on the

performance of the equipment, which is further described in Attachment 1 Scope of Work;  
and

**Whereas**, there will be no financial compensation provided by either of the parties for this Agreement.

**NOW, THEREFORE**, in consideration of the above, and the mutual covenants and Agreements hereinafter contained, and intending to be legally bound by this written instrument, the parties agree as follows:

**A. TERM**

This MOA shall commence upon execution by the parties and final approval and execution by the Governor of the Virgin Islands. The term of this MOA shall be for a period of twelve (12) months upon the final approval and execution by the Governor.

**B. SERVICES:**

**The Department of Property and Procurement (P&P) shall:**

- Agree that the term of this Agreement for a pilot demonstration project shall be 12 months from the date of final approval and execution by the Governor.
- Agree to return ownership of the two (2) Nissan LEAF electric vehicles to the Virgin Islands Energy Office after the 12-month demonstration period.
- Provide monthly mileage report in a format approved by the VIEO, attached hereto as *Exhibit I*. **Reports are mandatory pursuant to the terms and conditions of the State Energy Program (SEP) Grant # DE-EE0004394.**
- Agree to identify/designate a site in each district (St. Thomas/St. John/Water Island and St. Croix) for the placement of a charging station to support the electric fueling needs for the Nissan LEAF assigned in their respective district.
- Agree to the installation of two photovoltaic (solar powered) charging stations at a pre-approved site.
- Provide monthly fuel/charging data.
- Provide a quarterly performance report due on the 30<sup>th</sup> day of the following months: December, March, June, and September; the report must be completed in a format approved by the VIEO, attached hereto as Exhibit I.
- Allow the VIEO staff access to the vehicles and charging stations for its major outreach activities to include, but not limited to the St. Thomas/St. John Agriculture Fair, St. Croix Agriculture Fair, Bordeaux Farmers Agriculture Fair, etc.

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- Develop and execute vehicle maintenance schedules in accordance with the manufacturer's specification that must be submitted to the VIEO.
- Agree to replace or repair any of the two (2) vehicles if either becomes inoperable or damaged within the 12-month Agreement period.
- Agree to purchase additional Nissan LEAF Vehicles for the Government fleet if the monitoring data provided by VIEO is favorable and will save the Government money.

**The VIEO shall:**

- Purchase/procure two (2) Nissan LEAF Vehicles as approved in the State Energy Program grant award instrument.
- Procure and install two (2) charging stations. One will be a standard electric charging station and one will be a photovoltaic charging station which will be 100% off the utility grid.
- Monitor the performance of the two vehicles
- During the demonstration period, submit a written request at least 14 calendar days in advance to P&P for the use of the vehicles; solely for educational outreach activities
- Submit a report to P&P with the results of the monitoring and energy efficiency data in order to assist P&P in purchasing additional Nissan LEAF Vehicles for the Government fleet if the information is favorable and will save the Government money.

**C. FINANCIAL OBLIGATION/COMPENSATION:**

There will be no financial compensation provided by either of the parties for this Agreement.

**D. CONDITIONS PRECEDENT:**

Under this Agreement the VIEO provides technical assistance; loans P&P two electric vehicles and the use of two charging stations one on each island for one year which will all be part of P&P's transportation fleet. VIEO will also pay for all delivery and installation of all equipment, but has no financial obligation to P&P.

**E. COORDINATORS:**

VIEO reserves the right to designate and re-designate individuals to coordinate the work on its behalf under this Agreement. VIEO designates the following individual in this capacity:

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Patricia Lord,  
Grants Program Coordinator  
Virgin Islands Energy Office  
No. 4101 Mars Hill  
Frederiksted, V.I. 00840

P&P has the authority to designate and re-designate an individual to coordinate the work on its behalf under this Agreement, provided notice is given to the VIEO. P&P designates the following individual in this capacity:

Department of Property & Procurement  
3274 Estate Richmond  
Christiansted, VI 00820  
Attn: Lloyd T. Bough

**F. CONFLICT OF INTEREST:**

1. P&P shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. The written code or standard of conduct must provide that a conflict arises for purposes of a procurement involving Federal funds if an officer, employee or agent of P&P participates in the selection of contractors or award of funds thereto.
2. P&P shall establish safeguards to prohibit their employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for them or with whom they have family, business, or other ties.

**G. NOTICE:**

Notices required under this Agreement shall be considered given when the notice is sent by certified mail, postage prepaid, return receipt requested, or is personally delivered, addressed to the parties as follows:

TO THE VIEO:

Elmo Roebuck Jr., Director  
Virgin Islands Energy Office  
No. 4101 Mars Hill  
Frederiksted, VI 00840

TO P&P:

Honorable Randolph N. Bennett  
Commissioner Designee  
Department of Property & Procurement  
No. 1 Sub Base, 3<sup>rd</sup> Floor  
St. Thomas, VI 00802

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**H. RECORDS:**

P&P will present documented, precise records of time and/or money expended under this Agreement.

**I. LIABILITY:**

Nothing in this Agreement shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by P&P as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, taxes, or obligations of P&P of whatsoever nature, including but not limited to unemployment insurance and social security taxes for P&P, its servants, agents or independent contractors. P&P shall be indemnified and held harmless by the Government for any claims filed in connection with its actions hereunder.

**J. ASSIGNMENT:**

P&P shall not subcontract or assign any part of the services under this Agreement without the prior written consent of the VIEO/Government.

**K. GOVERNING LAW:**

This Agreement shall be governed by the laws of the United States Virgin Islands and jurisdiction and venue are exclusive in the United States Virgin Islands.

**L. WAIVERS, MODIFICATIONS AND AMENDMENTS:**

No waiver, modification or amendment of any term, condition, or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Agreement, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

**M. ENTIRE AGREEMENT:**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this agreement. This agreement supersedes all prior

communications, contracts, or agreements between the parties with respect to the subject matter addressed in this Agreement, whether written or oral.

**N. TERMINATION:**

The VIEO has the right to terminate this Agreement with or without cause upon thirty (30) days written notice to P&P. Where at such time P&P will be given up to 30 days to return the vehicles.

**O. FORFEITURE:**

Failure by a party to satisfactorily perform the terms of this Agreement in accordance with the terms set forth herein shall result in the forfeiture of the agreement and return of the vehicles to VIEO.

**P. DEBARMENT:**

By execution of this Agreement, P&P certifies that it is eligible to receive grant awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency.

**Q. FALSE CLAIMS:**

P&P warrants that it shall not, with respect to this Agreement, make or present any claim upon or against the VIEO, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. P&P acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

Further, as a recipient of assets purchased from VIEO Federal funds, recipient and sub-recipients shall promptly refer to the Department of Energy or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

P&P shall include a comparable acknowledgement and warranty provision regarding false claims in each of its subcontracts hereunder.

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**R. NOTICE OF FEDERAL FUNDING:**

P&P acknowledges that these assets were funded, in whole or in part, by federal funds. P&P warrants that it shall not, with respect to this Agreement, make, or present any claim knowing such claim to be false, fictitious, or fraudulent. P&P acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense. P&P shall include a comparable acknowledgement and warranty provision regarding federal funding in each of its subcontracts hereunder.

**S. NON-DISCRIMINATION:**

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement on account of race, creed, color, sex, religion, disability or national origin.

**T. LICENSURE:**

P&P shall require that all sub-grantees and other persons or entities performing work hereunder covenant that they have:

1. Obtained all of the applicable licenses and permits, whether permanent, temporary or otherwise as required by Title 27 or other applicable provision of the Virgin Islands Code; and
2. Familiarized themselves with the applicable provisions of Title 27 and other relevant provisions of the Virgin Islands Code pertaining to professions and occupations.

**U. PROFESSIONAL STANDARDS:**

The Parties shall require that all sub-grantees and other persons or entities performing work hereunder maintain the professional standards applicable to their trade or profession and to consultants doing business in the United States Virgin Islands, as applicable.

**V. COOPERATION**

The parties agree to cooperate with each other in the performance of this Agreement and negotiation of any modifications thereto in order to achieve and maintain timely compliance with federal and other applicable laws and requirements, and to ensure the success of the program and fulfillment of project goals, including the project deadline, as set forth herein. Any disputes or disagreements regarding interpretation and performance of this Agreement shall be resolved internally among the parties hereto through good faith negotiations,

and any issues which the parties are unable to resolve shall be submitted to the Governor for a final determination which will be binding.

**W. RIGHT TO WITHHOLD**

If work under this Memorandum of Agreement is not performed in accordance with the terms, hereof, Government will have the right to withhold out any payment due to P&P, such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify P&P in writing in the event that it elects to exercise its right to withhold.

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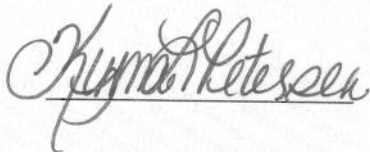
**X. EFFECTIVE DATE**

The effective date of this Contract is upon execution by the Governor.

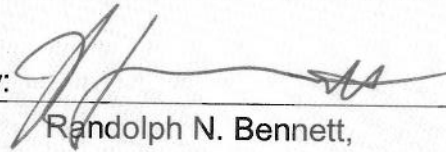
***IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.***

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS



By:



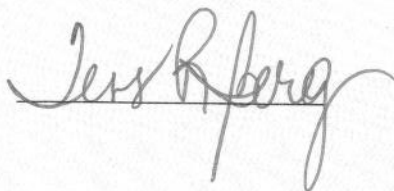
Randolph N. Bennett,

Commissioner

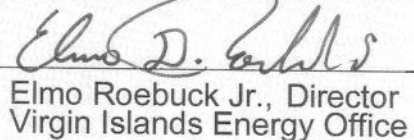
Department of Property & Procurement

10/5/15  
Date

OFFICE OF THE GOVERNOR  
VIRGIN ISLANDS ENERGY OFFICE

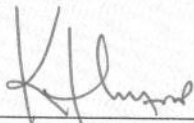


By:



Elmo Roebuck Jr., Director  
Virgin Islands Energy Office

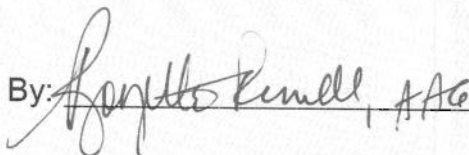
9/21/2015  
Date



Kenneth E. Mapp  
Governor of the Virgin Islands

Date: 10-16-15

Approved for Legal Sufficiency, Department of Justice:

By: 

Date: 9/28/15