

NOTIFICATION OF SUBGRANT AWARD

Virgin Islands Territorial Funds

THIS AGREEMENT is made this 25th day of July 2025 in the Territory of the Virgin Islands, by and between the **Government of the Virgin Islands, Department of Property & Procurement**, on behalf of the **Virgin Islands Energy Office**, Plot No.3 of Parcel 2 of Estate Carlton, Westend Quarter, Suite #2B & 9, Frederiksted, St. Croix, VI 00840 (hereinafter referred to as "Government," "GVI" or "Grantor") and "**Metro Motors VI Inc.**", "**Metro Motors SC, Inc.**" (hereinafter referred to as "**TJ Ocean Auto Group**" or "Grantee"), **40007 Anna's Retreat, St. Thomas, USVI 00802** (hereinafter referred to as "Grantee") in accordance with the following:

WHEREAS, the Virgin Islands Energy Office is responsible for establishing an Energy-Efficient Fleet Management Plan with plans for the acquisition of an energy-efficient government fleet of vehicles, consisting of hybrid vehicles, electric vehicles, and alternative-fueled vehicles, pursuant to Title 12, Section 1129(d), of the Virgin Islands Code.,

WHEREAS, additionally, in 2022 the Virgin Islands Energy Office developed and released the [Virgin Islands Electrification Road Map](#) as mandated by Title 12, Section 1129(d), of the Virgin Islands Code with the overarching goal of presenting strategies for Government to accelerate the transition to electric vehicles and capitalize on the technology in a manner that benefits residents and businesses.

WHEREAS, the Federal Government has allocated federal dollars nationwide towards the rapid growth in electric vehicles and [set a goal](#) to make half of all new vehicles sold in the U.S. in 2030 zero-emission vehicles, and to build a convenient and equitable network of chargers to help make electric vehicles (EVs) accessible to all Americans.

WHEREAS, the Virgin Islands Energy Office is the local administrator of the federal transportation electrification funding and programs from the US Department of Energy, the Environmental Protection Agency's Green House Gas Reduction Fund, and the US Department of Interior's Energizing Insular Communities.

WHEREAS, the Virgin Islands Energy Office has been funded by the US Department of Energy under the Infrastructure Investment & Jobs Act to develop local resources for electric vehicle service and repair infrastructure, and additionally, the funding can support the procurement of specialty EV service equipment, diagnostic tools, charging stations, and provide strategic technician training & workforce development.

WHEREAS, the Virgin Islands Department of Education has launched an EV Maintenance and Repair Certification program within the vocational school curriculum to support the workforce development of EV technicians within the territory, which represents a skilled local workforce pipeline that bolsters the support of local dealerships expanding their electric vehicle service & repair operations.

WHEREAS, the Government is seeking to foster expanded availability of Alternative Fueled Vehicles sales and repairs within the GVI Fleet and the broader Virgin Islands community.

WHEREAS, the TJ Ocean Auto Group is a dealership with exclusive rights for the territorial importation, sale, distribution, warranty facilitation, & servicing of the following legacy auto manufacturers: Ford, Toyota, GMC and Chevrolet, and Chrysler, Dodge, Jeep, and RAM.

WHEREAS, the TJ Ocean Auto Group represents the vast majority of new vehicle sales within the US Virgin Islands, and is the primary local vendor of new vehicles to the Government of the Virgin Islands.

WHEREAS, the TJ Ocean Auto Group operates vehicle service and repair facilities in both the St. Croix & St. Thomas/St. John districts and currently employs an electric vehicle-certified technician.

WHEREAS, in order to supply and service EVs locally from the aforementioned legacy auto manufacturers, EV-specific prerequisite equipment and infrastructure must be present at the site.

WHEREAS, TJ Ocean Auto Group represents that it is willing and capable of providing the services described in Attachment II (Scope of Services).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties 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
VIRGIN ISLANDS ENERGY OFFICE
2 Estate Carlton
Suite 3
St. Croix, VI 00840
2. **GRANTEE:** "Metro Motors VI Inc.",
"Metro Motors SC, Inc."
40007 Anna's Retreat
St. Thomas, USVI 00802
3. **AUTHORIZATION:** US Department of Energy's State Energy Program (Bipartisan Infrastructure Law) SEP-BIL Grant Opportunity EE0010105
4. **TERM OF AWARD & PROJECT PERIOD:** *August 1st, 2025 through September 30th, 2026.*
5. **TYPE OF AWARD:** Zero Cost Share Project - Reimbursable Grant.
6. **PROJECT DESCRIPTION:** The VI Energy Office has been awarded a US Department of Energy's State Energy Program (Bipartisan Infrastructure Law) SEP-BIL Grant Opportunity EE0010105 to support a wide spectrum of energy transition activities within the USVI. The project titled "GOFLEET – Local EV Service & Repair Initiative" seeks to

accelerate territory-wide EV adoption by strategically investing in electric vehicle service infrastructure, equipment, training, and consultancy. This activity center will enable the development of an EV service industry that can meet the needs of the GVI fleet's growing EV penetration while also creating community access to service resources that would otherwise present a critical barrier to electric vehicle adoption in the US Virgin Islands.

TJ Ocean Auto Group is best positioned as a Grantee to satisfy a portion of this project scope given their territorial operation and established supply of US-manufactured vehicles. This project will augment the vehicle repair services rendered by TJ Ocean Auto Group existing service centers on St. Croix & St. Thomas, by including electric vehicle service and repair to their portfolio. See detailed *Scope of Services* in **Attachment II** to this *Notice of Subgrant Award*, which is incorporated herein and made a part of Grantee's acceptance and agreement to provide the services pursuant to this *Notice of Subgrant Award*.

7. **AMOUNT OF AWARD:** Five Hundred Thousand 00/100 Dollars (\$500,000.00)
8. **PAYMENT SCHEDULE** The Virgin Islands Energy Office shall pay this Award to TJ Ocean Auto Group as reimbursements based on invoicing in accordance with **Attachment III**.
9. **TERMS AND CONDITIONS OF AWARD:** This Subgrant Award is subject to approval and distribution by the Virgin Islands Energy Office, subject to the US Department of Energy's State Energy Program (Bipartisan Infrastructure Law) SEP-BIL Grant Opportunity EE0010105. The *Acceptance of Terms and Conditions Grant Award*, which is set forth as *Attachment I*, shall be executed by Grantee, the *Scope of Services*, set forth as *Attachment II*, and the *Award Amount and Reimbursement Schedule*, set forth as *Attachment III*, are all attached hereto and shall be made a part of this Award.

NAMES AND SIGNATURES OF AUTHORIZING OFFICIALS

By: Kyle Fleming
Kyle Fleming
Director
VIRGIN ISLANDS ENERGY OFFICE

Date: 7/10/2025

By: Lisa M. Alejandro
Lisa M. Alejandro
Commissioner
DEPARTMENT OF PROPERTY & PROCUREMENT

Date: 07/25/2025

ATTACHMENT I
Acceptance of Terms and Conditions Subgrant Award

1. Unless revised, the amount of **Five Hundred and 00/100 Dollars (\$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 Federal Government which are administered by the Virgin Islands Energy Office and the availability of said funds.
3. The Grantee understands that all funds to be disbursed under this Award will be on a reimbursement basis and that no funds awarded by this Notification will be released until all required procurement, installation, and documentation of such have been completed in the formats and times prescribed by the Virgin Islands Energy Office. The required documentation is to be submitted to and accepted by the Virgin Islands Energy Office and the Director of the Virgin Islands Energy Office must first 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 Virgin Islands Energy Office within **thirty (30) days** of receipt of this *Notification of Subgrant Award*.
5. [Reserved.]
6. The Grantee agrees that the Virgin Islands Energy Office 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 approved modification made by the Virgin Islands Energy Office which is contained in this Notification.

11. Grantee staff shall attend meetings and training sessions as may be requested by the Virgin Islands Energy Office, providing reasonable notice of the same is given to Grantee.
12. 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.
13. The Grantee shall not assign nor contract any part of the project without the prior written consent of the Virgin Islands Energy Office.
14. 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.
15. 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.
16. The Government, through the Virgin Islands Energy Office, will monitor the progress & milestones related to this Grant Award. Specifically, the VIEO Energy Project Manager shall conduct program monitoring to ensure that program goals are being met.
17. If the project is not conducted in accordance with the terms hereof, Government will have the right to withhold out of any reimbursement 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.
18. 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 prior to the completion of all services outlined in Attachment II, Grantee shall reimburse all funds paid by the Government to date, within ten (10) days of the effective date of the termination and Grantee further understands that no additional payments will be made by the Government, notwithstanding, Grantee's state of the project at the time of termination. if this Agreement is being terminated

by either party due to Grantee's misuse of said funds or failure or unwillingness to perform scope of services defined in Attachment II, Grantee shall reimburse said funds to the Government.

19. 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.
20. The Government and the Grantee mutually agree not to hire service technicians trained and employed by the other party for a period of three (3) years following the execution of this Subgrant Award.
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:

Kyle Fleming
Director
Virgin Islands Energy Office
2 Estate Carlton
Suite 3
St. Croix, VI 00840

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

GRANTEE:

"Metro Motors VI Inc.",
"Metro Motors SC, Inc."
40007 Anna's Retreat
St. Thomas, USVI 00802

Attention: TJ Johnson
Owner
Telephone/Fax: (843)-450-0671
Email: tjjohnson@conwayford.com

I HEREBY ACCEPT the terms and conditions of the above *Notification of Subgrant Award*
and Agreement on this the 16th day of July, 2025.

GRANTEE:

TJ OCEAN AUTO GROUP

Witness:

1 Rhensi Hannah
2 Shirlene

By: TJ Johnson

Award No. G033VEOT25

Grantee Initials: TJ