

**SUBGRANT AGREEMENT BETWEEN THE CITY OF SAINT PAUL AND
RAMSEY COUNTY**

This subgrant, and amendments and supplements thereto, made and entered into on the ____ day of June, 2012, is between the City of Saint Paul, a municipal corporation, 15 West Kellogg Boulevard, St. Paul, Minnesota 55102 (hereinafter the "City") and Ramsey County, 660 Government Center West, 50 W. Kellogg Boulevard, Saint Paul, Minnesota, 55102 (hereinafter "County")

WHEREAS, the City has received a grant award from the Minnesota Department of Commerce Division of Energy Resource for the installation of large and small-scale solar electric or thermal projects, including innovative energy storage technology, in a geographically concentrated area along and near the light rail corridor (hereinafter "Grant Award").

WHEREAS, the Grant permits and the City wishes to partner with the County to install a solar thermal system on the rooftop of the Ramsey County Law Enforcement Center and study how solar energy can be integrated into building's energy system.

NOW, THEREFORE, it is agreed:

I. TERM OF AGREEMENT

This Agreement shall take effect and be in force from and after the date above, which shall be the date upon which this Subgrant Agreement has been fully executed by both parties, and shall remain in effect until the County has performed all of its obligations hereunder, unless earlier terminated as provided in this Agreement.

II. CONSIDERATION AND TERM OF PAYMENT

The City shall pay \$XXXX to install a solar thermal system on a Ramsey County facility as soon as practical upon execution of this Agreement, in return for which the County will assume ownership of the solar thermal system and a contractual obligation to own and maintain the system for a period covering the expected life of the system. Separate contract?

The City will pay for work performed upon receipt of itemized invoices for the services actually performed, and the City's authorized representative in Paragraph IV below accepts the services and approves the payments. Invoices shall be submitted in a timely manner on the schedule mutually agreed to by the parties.

III. CONDITIONS OF PAYMENT

All services provided by the County pursuant to this Agreement shall comply with all the applicable state and federal requirements for the Grant to the city and shall be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

Failure to comply with the applicable grant requirements may result in termination of this Agreement and repayment of the grant sums in full or in part should the federal government require repayment from the City of the Grant funds due to such failure.

Special Terms and Conditions of the Grant are attached as Exhibit B and incorporated herein.

IV. CONTACT PERSONS AND NOTICES

City of Saint Paul
390 City Hall
15 West Kellogg Boulevard
St. Paul, Minnesota 55102
Attention: Ms Anne Hunt

Ramsey County
660 Government Center West
50 West Kellogg Boulevard
Saint Paul, MN 55102
Attention: Bruce Thompson

V. ASSIGNMENT

Neither party may assign or transfer any rights or obligations under this grant agreement without the prior consent of both parties, and then only in compliance with all conditions and requirements of the Grant award.

VI. DATA PRACTICES

Ramsey County shall comply with the Minnesota Government Data Practices Act and/or the Federal Freedom of Information Act with respect to all data created, collected, received, stored, used, maintained or disseminated by it under this subgrant agreement.

VII. AMENDMENTS

Any amendments to this grant agreement shall be in writing and shall be executed in the same form and manner in which this Agreement is executed.

VIII. REPORTING

Ramsey County shall provide the City with all information required by either the state or federal government in connection with the Grant, and cooperate with the City as necessary to enable the City to comply with all federal and state requirements imposed on the use of Grant funds.

IN WITNESS WHEREOF, the City and Ramsey County have executed this Agreement as of the date first above written.

CITY OF ST. PAUL

RAMSEY COUNTY

By: _____
Its: Mayor

By _____
Its _____

By: _____
Its: Director of Financial Services

Approved as to form:

City Attorney

Funds are available
Account Number: _____

Budgeting and Accounting