



FEDERAL SUBGRANT AGREEMENT			
<b>Subgrant Number:</b>	DE-EE0011248		
<b>Project Title:</b>	DOE Carshare – Electric Vehicle Carshare Viability		
<b>Period of Performance:</b>	September 1, 2024 – December 31, 2025		
<b>Amount Funded this Action (USD):</b>	\$32,032.00 - Budget Period One (BP 1 – 9/01/2024 – 12/31/2025)		
<b>Total Anticipated Funding:</b>	\$62,467.00		
FEDERAL FUND SOURCE			
<b>Federal Awarding Agency:</b>	U.S. Department of Energy (DOE) – Office of Energy Efficiency and Renewable Energy (EERE)		
<b>Federal Award Issue Date:</b>	September 1, 2024		
<b>Federal Award Identification Number:</b>	DE-EE0011248		
<b>Assistance Listing Number (ALN):</b>	81.086		
<b>ALN Program Title:</b>	Electric Vehicle Carshare Viability: Assessing Business Models in US Cities for Resiliency, Equity and EV Charging Integration		
<b>Research &amp; Development:</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
<b>Subject to FFATA:</b>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
ROCKY MOUNTAIN INSTITUTE (RMI)			
<b>Entity Name:</b>	Rocky Mountain Institute (RMI)		
<b>Legal Address:</b>	2490 Junction Place, Suite 200, Boulder, CO 80301		
<b>Phone:</b>	(303) 245-1003		
<b>Website:</b>	<a href="http://rmi.org">http://rmi.org</a>		
PROJECT MANAGER	ADMINISTRATIVE CONTACT		
<b>Name:</b>	Ellen Kennedy	<b>Name:</b>	Ian Peters
<b>Email:</b>	<a href="mailto:ellen.kennedy@rmi.org">ellen.kennedy@rmi.org</a>	<b>Email:</b>	<a href="mailto:ian.peters@rmi.org">ian.peters@rmi.org</a>
<b>Phone:</b>	(303) 245-1003	<b>Phone:</b>	(303) 245-1003
FINANCIAL CONTACT	AUTHORIZED OFFICIAL		
<b>Name:</b>	Lindsey Dobbs	<b>Name:</b>	Clay Stranger
<b>Email:</b>	<a href="mailto:ldobbs@rmi.org">ldobbs@rmi.org</a>	<b>Email:</b>	<a href="mailto:cstranger@rmi.org">cstranger@rmi.org</a>
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SUBRECIPIENT			
<b>Entity Name:</b>	City of St. Paul, MN		
<b>Legal Address:</b>	15 Kellogg Boulevard West; Suite 310 City Hall; Saint Paul, Minnesota 55102		
<b>Phone:</b>	(651) 266-8688		
<b>Website:</b>	<a href="https://www.stpaul.gov/">https://www.stpaul.gov/</a>		
PROJECT MANAGER		ADMINISTRATIVE CONTACT	
<b>Name:</b>	Erin Kayser	<b>Name:</b>	
<b>Email:</b>	<a href="mailto:erin.kayser@ci.stpaul.mn.us">erin.kayser@ci.stpaul.mn.us</a>	<b>Email:</b>	
<b>Phone:</b>	651-266-6246	<b>Phone:</b>	
FINANCIAL CONTACT		AUTHORIZED OFFICIAL	
<b>Name:</b>		<b>Name:</b>	Lindsay Bacher
<b>Email:</b>		<b>Email:</b>	<a href="mailto:lindsay.bacher@ci.stpaul.mn.us">lindsay.bacher@ci.stpaul.mn.us</a>
<b>Phone:</b>		<b>Phone:</b>	651-266-9821



## FEDERAL SUBGRANT AGREEMENT

This Federal Subgrant Agreement (“Agreement”) is made by and between Rocky Mountain Institute (“RMI”), a Colorado nonprofit, and the subrecipient entity identified on the preceding page (“Subrecipient”), as determined by 2 CFR 200.331. The date of the final signature will be the effective date of the Agreement. RMI and the Subrecipient are referred to collectively as the “Parties” in this Agreement.

The Parties will collaborate to accomplish the Scope of Work of the above referenced project (“Project Title”) funded by the Federal Award (“Federal Award Identification Number”) between RMI and the above referenced “Federal Awarding Agency.” The Subrecipient is subject to the Federal flow-down provisions of RMI’s prime agreement with the above reference Federal Awarding Agency (see Attachment 0) and the requirements and cost principles detailed in 2 CFR 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

RMI wishes to subgrant funding (“Subgrant”) to the Subrecipient in the amount defined on the preceding page (“Amount Funded this Action (USD)”) for performance of work (“Work”) in furtherance of the purpose of the Federal Award. The approved Scope of Work (“Work”) and Budget for this Subgrant are included in Attachment 1 and Attachment 3, respectively, of this Agreement. The Work will be performed in accordance with the timeline of key milestones set forth in Attachment 1.

- 1. Term:** The Agreement commences on the effective date of the Agreement and continues 120 calendar days after the end date of the “Period of Performance” as defined on the preceding page.
- 2. Period of Performance:** The Period of Performance is defined on the preceding page. All cost must be incurred during the Period of Performance. Cost incurred outside of the Period of Performance will not be eligible for reimbursement under this Agreement.
- 3. Budget:** A detailed breakdown of the Agreement Budget is contained in Attachment 3. The Subrecipient acknowledges that expenses must not exceed the amount funded under the Subgrant (“Amount Funded this Action (USD)”) and be in accordance with the approved Budget provided in Attachment 3.

### Budget Modification:

The Subrecipient is required to obtain prior written approval from RMI for (1) any transfer of funds between direct and indirect cost categories, and/or (2) any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost (“Total Anticipated Funding”). Requests to modify the approved budget shall be submitted in writing to RMI in advance of incurring unapproved costs and at least 30-days prior to the end of the Period of Performance. Cost incurred prior to receiving written approval from RMI may be deemed unallowable under the Agreement.

The Subrecipient is required to notify RMI of any transfer of funds among direct cost categories where the cumulative amount of such transfer is equal to or below 10 percent of the total project cost (“Total Anticipated Funding”).

For all deviations from the approved budget, the Subrecipient shall submit a revised budget justification to RMI.

- 4. Payment Terms & Schedule:** The Subrecipient shall submit invoices on a cost reimbursement basis for incurred expenses according to the schedule defined in Attachment 2. Subject to the terms of the Agreement, within thirty (30) days of receipt, RMI will issue payment, in accordance with this Agreement and 2 CFR 200.305, to the bank account designated in writing by the Subrecipient. Payments are contingent upon RMI's review of the Work and RMI's determination (1) that the Subrecipient has complied with the reporting requirements defined in Attachment 2 and other terms and conditions of this Agreement and (2) that satisfactory progress and performance of the Work has occurred and is likely to continue to occur. All payments should be considered provisional and are subject to adjustment in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. The Subrecipient must refund any excess payments received from RMI, including any costs determined unallowable by RMI and/or DOE EERE.

All invoices shall be submitted using either the template provided in Attachment 2 or the Subrecipient's standard invoice, that at a minimum must include current and cumulative costs (including cost-share, if applicable), a breakdown by major cost category, a comparison of budget versus actuals, Subgrant Number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference the Subgrant Number will be returned to the Subrecipient. A final invoice marked "FINAL" must be submitted no later than 60-calendar days after the end-date of the Period of Performance.

Invoices should be submitted to the following address or electronically via email to [subgrants@rmi.org](mailto:subgrants@rmi.org) with the following individuals copied: RMI's Project Manager, Financial Contact, and Administrative Contact (as listed on page 1 of this Agreement).

Rocky Mountain Institute  
2490 Junction Place, Suite 200  
Boulder, CO 80301

Questions concerning receipt of payment should be directed to the RMI's Financial Contact and Administrative Contact as listed on page 1 of this agreement.

- 5. Use & Reversion of Subgrant Funds:** The Subgrant may only be used in accordance with the approved Scope of Work and Budget incorporated by reference in Attachment 1 and Attachment 3 of this Agreement. RMI may cancel or postpone the Subgrant payments if, in its judgment, the Subrecipient becomes unable to perform the Work or ceases to be an appropriate means of accomplishing the Work. Subgrant funds not expended or committed for the Work during the Period of Performance of the Agreement will be returned to RMI within 30 calendar days after the expiration or termination of the Agreement (and for avoidance of doubt, Subgrant funds which have been expended for purposes other than the Work will be returned immediately).
- 6. Reporting:** The Subrecipient shall submit Periodic Performance Reports in accordance with the schedule defined in Attachment 2. Periodic Performance Reports shall be submitted electronically via email to [subgrants@rmi.org](mailto:subgrants@rmi.org) with the following individuals copied: RMI's Project Manager, Financial Contact, and Administrative Contact. Periodic Performance Reports shall be in the format defined in Attachment 2, and contain, at a minimum, (1) a financial summary of budget versus actuals by line-item according to the approved Budget provided in Attachment 4, and (2) a brief narrative of the Work performed during the reporting period organized by task, if applicable, describing how the Work performed contributed to achieving the purpose of the

Agreement. Failure to comply with reporting requirements may result in denial of Subgrant payments and ineligibility of future Subgrant funding by RMI.

- 7. Record Retention:** The Subrecipient shall maintain financial records for expenditures and receipts relating to this Agreement and shall retain these records and other supporting documentation for a period of five years after the Term of the Agreement, unless (1) a longer retention period has been defined in the Federal Award or is required by Federal regulation, and/or (2) any litigation or claim related to this Agreement is initiated within the five-year retention period, at which point, all records related to this Agreement shall be retained until the litigation or claim has been resolved. The Subrecipient shall permit RMI to have reasonable access to its files, records, and personnel during the Term of this Agreement and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.
- 8. Monitoring:** If requested, the Subrecipient shall permit representatives of RMI to visit the premises and review the activities of the Subrecipient with respect to the Work supported under this Agreement. The Subrecipient will be required to complete a Subrecipient Questionnaire (Due Diligence Form), which will inform RMI's Risk Assessment. The Subrecipient will be assigned to a Risk Category and will be monitored in accordance with RMI's internal risk management monitoring standards.
- 9. Confidential Information:** During the term of this Agreement, the Parties may receive or have access to data and information that is confidential and proprietary to another Party. All such data and information ("Confidential Information") made available to, disclosed to, or otherwise made known to a Party in connection with this Agreement shall be considered the sole property of its respective owner. Confidential Information may be used by a Party only for purposes of performing the Party's obligations hereunder. No Party shall disclose Confidential Information to any third party without the prior written consent of its respective owner, except in situations where disclosure is required by Minnesota's Government Data Practices Act—in that case, the Parties will promptly notify the other of the required disclosure. If receiving Party remains legally compelled to make such disclosure, it shall: (i) only disclose that portion of the Confidential Information that it is required to disclose; and (ii) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment. No Party shall use or duplicate any proprietary information belonging to or supplied by the owning party, except as authorized. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years following the expiration or earlier termination of this Agreement, except where a Minnesota data-retention schedule is in conflict, in which case, subject to the foregoing obligations of the Parties, Subrecipient will notify RMI of that fact and the Minnesota data-retention schedule will take precedence. Notwithstanding the foregoing, the confidential obligations set forth herein shall not apply to information that is (1) present in the public domain or is publicly disclosed subject to this Agreement; (2) already in the possession of the receiving party and evidenced by documentation dated prior to this Agreement; (3) legally acquired from a third party; or (4) required by law to be disclosed.
- 10. Work Made for Hire:** During the performance of this Agreement, the Subrecipient may create certain works that may be copyrighted, trademarked, or patented under United States' law. To the extent that any such works are created, all are subject to the provisions of this section.

  - 10.1. Title to Works, Trademarks, and Inventions Produced:** It is understood and agreed that the entire right, title, and interest throughout the world in and to all works, trademarks, and/or inventions that are conceived of or produced, whether or not reduced to practice, by the Subrecipient, either solely or jointly with others, in connection with or as related to the performance of this Agreement, shall be and hereby are vested in and assigned based upon the requirements of the Intellectual Property Provisions, which will be incorporated in the subsequent modification pending successful completion of Phase 2 negotiations with DOE.
  - 10.2. Further Assurances:** The Subrecipient agrees to execute any and all documents and to do all other lawful acts as may be required to establish and protect such rights.

**11. No Partnership, Joint Venture, Employer/Employee Relationship:** Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or an employer/employee relationship between RMI and the Subrecipient. The Subrecipient agrees to pay all applicable federal, state, and local income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Subrecipient's protection in connection with work performed under this Agreement and acknowledges that no workers' compensation insurance is carried by RMI covering the Subrecipient.

**12. Compliance with Laws & Policies:** The Subrecipient ensures that Subgrant funds will be used in compliance with all applicable laws, regulations, rules, and executive orders and in compliance with RMI's policies located at <https://rmi.org/rmi-legal-policies/>. Subrecipient shall take reasonable steps to ensure the Subgrant funds are not distributed to any person or entity on any U.S. government list of suspected terrorists (such as the list of Specially Designated Nationals Maintained by the U.S. Treasury Department's Office of Foreign Assets Control) or any person or entity having one or more directors or key personnel included on such list.

The Subrecipient acknowledges that under this Agreement, the Subrecipient is subject to the Federal flow-down provisions of RMI's prime agreement with the above reference Federal Awarding Agency (see Attachment 1) and the requirements and cost principles detailed in *2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Applicable Federal Award Terms & Conditions as well as Federal Certifications & Assurances have been included for reference in Attachment 1; however, the Subrecipient acknowledges that (1) the listing may not be inclusive of all applicable requirements, and (2) the Subrecipient is subject to all Federal flow-down provisions of RMI's prime agreement with the above reference Federal Awarding Agency and the requirements and cost principles detailed in *2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

**13. Disputes:** The Parties shall make a diligent, good faith attempt to resolve by negotiation all disputes arising out of or in connection with this Agreement. If such negotiation is unsuccessful within a period of forty-five (45) days, the Parties shall make a diligent, good faith attempt to settle the dispute by mediation. If such mediation is unsuccessful within a reasonable period of time, either Party may bring judicial action, provided however that any lawsuit brought to enforce the terms of this Agreement will be venued only in the District Court of Ramsey County, Minnesota.

**14. Modifications:** Any change to the Scope of Work, Budget, Key Personnel, or Terms of the Agreement must be approved in advance and in writing by RMI. No modification or amendment to this Agreement shall be binding unless executed in writing and signed by both Parties. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement, and any changes requiring prior approval, shall be directed to RMI's Authorized Official and the Subrecipient's Authorized Official as listed on page 1 of this Agreement, no less than 30-calendar days prior to the desired effective date of the requested change or the end-date of the Period of Performance. Approval must be sought from RMI and not the Federal Awarding Agency.

**15. Termination:** Any Party may terminate this Agreement at any time, for any reason, subject to thirty (30) days' advance written notice to the other Party. Further, RMI may terminate this Agreement within ten (10) days' written notice after that notice is received by the Subrecipient if the Subrecipient fails to perform any material provision of this Agreement or a material conflict of interest arises. RMI's written-notice will explain this deficiency and if the Subrecipient fails to adequately cure the deficiency within the ten (10) day safe-harbor period, RMI may then immediately terminate this Agreement.

**16. Notices:** All notices and demands of any kind that either party may be required or wish to serve on the other in connection with this Agreement shall be in writing and may be delivered personally or by fax, email, certified mail, or commercial overnight delivery, with constructive receipt deemed to have occurred one (1) calendar day after the mailing, sending, or transmitting of such notice. Notices should be submitted to the respective Party's Authorized Official as defined on page 1 of this Agreement.

**17. Choice of Law:** This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Minnesota.

**18. Equipment:** Equipment is defined in 2 CFR 200.1 as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. To be considered an allowable expense, equipment must be included in the approved Budget (see Attachment 4). Prior, written approval from RMI is required to purchase equipment not included in the approved budget. Equipment must be treated in accordance with 2 CFR 200.313.

Subject to the conditions provided in 2 CFR 200.313, title to equipment acquired under a Federal award will conditionally vest upon acquisition with the Subrecipient. The Subrecipient may not encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the Subrecipient in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii). Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d). When equipment acquired under a Federal award is no longer needed, the Subrecipient must obtain disposition instructions from RMI.

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

The Subrecipient will be responsible for equipment maintenance, asset management, insurance, establishing controls to prevent loss, damage, and theft, adhering to the procurement requirements for the purchase of the equipment, and following the disposition guidance provided by RMI and the Federal funding agency.

The Agreement consists of the Federal Subgrant Agreement and Attachments 0-6.

By signing this Agreement, including the attachments which are hereby incorporated by reference, the Subrecipient acknowledges and agrees to the terms and conditions of this Agreement, and certifies that it will perform the Scope of Work in accordance with the terms and conditions of this Agreement, the applicable terms and conditions of the Federal Award, and 2 CFR 200. The parties further agree that they intend this Agreement to comply with all applicable laws, regulations, and requirements. The Agreement will be effective as of the date of the last signature below.

**Authorized Official of RMI:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date

Title:

**Authorized Officials of the Subrecipient:**

By: \_\_\_\_\_  
Director of Public Works

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director of Financial Services

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

*Approved as to form:*

By: \_\_\_\_\_  
Assistant City Attorney