



Subgrant Agreement

This Subgrant Agreement (this “Agreement”) is made by and between ROCKY MOUNTAIN INSTITUTE (“RMI”), a Colorado nonprofit, and CITY OF OLYMPIA, a non-charter code city that operates under a council-manager government in the State of Washington (“City of Olympia” or “Subrecipient”) (each, a “Party”, or together, the “Parties”), effective upon the completion of all signatures by the Parties (“Effective Date”).

RMI’s project seeks to expand access to electric vehicles (EVs), charging infrastructure, and reliable transportation in underserved, low-income, and multifamily communities. The initiative focuses on four areas: addressing EV mobility needs for multifamily residents, expanding pole-mounted and curbside charging, designing neighborhood EV carshare programs, and ensuring affordable electricity to support EV adoption. Through partnerships with cities, residents, and community organizations, RMI is advancing accessible, affordable, and community-based electric transportation solutions that improve mobility, safety, and air quality. The Subrecipient submitted a joint grant proposal with the City of Tumwater, another non-charter code city that operates under a strong mayor government in the State of Washington, to support RMI’s initiatives through the installation of multiple Level 2 chargers at affordable multifamily rental housing sites owned and managed by the Cities of Olympia and Tumwater (together, the “Purpose”).

RMI, supported by a grant from General Motors, wishes to subgrant funding to Subrecipient hereunder in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (“Subgrant”) for performance of the Work described in **Attachment A** as relates to the City of Olympia sites referenced therein in furtherance of the Purpose (the “Work”). The Work will be performed in accordance with the timeline of key milestones set forth in **Attachment A**. A separate subgrant in the same amount will be awarded to the City of Tumwater in support of the same Purpose.

1. **Term:** The Term of this Agreement is from the Effective Date to 31 December 2026 (“Term”).
2. **Subgrant Budget (not to exceed):** A detailed breakdown of the Subgrant budget (“Budget”) is contained in **Attachment A**.
3. **Payment Terms and Schedule:** Subject to the terms of this Agreement, RMI will pay invoices within thirty (30) days after receipt to a bank account designated in writing by Subrecipient. Subrecipient shall submit invoices corresponding to the following payment schedule, and in accordance with the submission requirements below in Section 6.

Payment Schedule				
	% of Subgrant	Amount	Est. Date	Milestone to achieve
Payment 1	100%	\$25,000.00	Jun. 2026	Upon receipt and approval of Subgrant Invoice, made after the signing of this Agreement

The Subgrant payment will be made upon RMI’s receipt of the executed Agreement.

4. Use and Reversion of Subgrant Funds:

The Subgrant may only be used to further the Purpose and to perform the Work. RMI may cancel or postpone Subgrant payments if, in its judgment, Subrecipient becomes unable to perform the Work or ceases to be an appropriate means of accomplishing the Purpose. Any Subgrant funds not expended or committed for the Purpose during the Term of the Agreement will be returned to RMI within 30 days after the expiration or termination of the Agreement (and for avoidance of doubt any Subgrant funds which have been expended for purposes other than the Purpose will be repaid immediately).

5. Reporting: Subrecipient shall submit reports to RMI in accordance with the following schedule.

Report Type and Frequency	Reporting Periods	Report Due Date
Final Progress and Financial Report	Effective Date – 31 December 2026	15 January 2027

The reporting should contain (1) a financial report reflecting expenditures according to the line-item categories of the Budget in Attachment A; and (2) a narrative account of what was accomplished by the expenditure of the Subgrant (including a description of progress made toward achieving the deliverables described in Attachment A). Subrecipient may be required to submit additional periodic reports as requested by RMI on progress of the Work. Failure to comply with reporting requirements may result in recoupment of Subgrant payments and ineligibility of future Subgrant funding by RMI.

6. Submission of Invoices and Reports: All invoices and reporting documents should be submitted electronically to the Subgrant Team and the Program Operations Manager, Ian Peters, via the email addresses below. All electronic submissions must include the following information in the Subject line: City of Olympia Invoice and/or Report (the date)

Subgrant Team: subgrants@rmi.org

Program Lead: Ian Peters, ian.peters@rmi.org

6.1 Submission of Invoices: Each Invoice shall include signature by an authorized representative of the subrecipient and sufficient detail to permit an analysis of the costs contained therein, including the following:

- Purchase Order Number (PO# 02939)
- Invoice Number
- Invoice Date and Billing Period
- Total Amount Due on this Invoice
- Expenditure descriptions
- Subrecipient remittance address

7. Subgrant Recordkeeping: Subrecipient shall maintain financial records for expenditures and receipts relating to this Subgrant and shall retain these records and other supporting documentation for five years after the Subgrant’s end date. Subrecipient shall permit RMI to have reasonable access to its files, records and personnel during the term of this Subgrant and for five years thereafter for the purpose of making financial audits, verifications or program evaluations.

- 8. Monitoring:** If requested, Subrecipient shall permit representatives of RMI to visit the premises and review the activities of the Subrecipient with respect to the Work supported by this Subgrant
- 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. The Parties shall utilize only Microsoft hosting and collaboration services (“Approved Services”) for the exchange and storage of Confidential Information, and each Party shall bear its own costs of accessing and hosting the Approved Services. 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. Notwithstanding the foregoing, the confidential obligations set forth herein shall not apply to information that is (a) present in the public domain or is publicly disclosed subject to this Agreement; (b) already in the possession of the receiving party and evidenced by documentation dated prior to this Agreement; (c) legally acquired from a third party; or (d) required by law to be disclosed.
- 10. Work Made for Hire:** During the performance of this Agreement, Subrecipient may create certain works that may be copyrighted, trademarked, or patented under U.S. law. To the extent that any such works are created, all are subject to this Section 10.
- 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 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 to RMI as needed to fulfill the Purpose.
- 10.2. Further Assurances:** 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. Indemnification:** Subrecipient agrees to indemnify and hold harmless RMI and its trustees, officers and employees from any and all liabilities, losses, costs, damages, claims, liens, judgments, penalties, fines, attorneys’ fees, court costs and other legal expenses, insurance policy deductibles and all other expenses arising out of or related to (a) any intentional or negligent act or omission of Subrecipient or (b) Subrecipient’s failure to perform any of its obligations under this Agreement. Such indemnity shall apply to the fullest extent permitted by applicable law. Subrecipient’s obligations under this Section 11 shall survive the expiration or termination of this Agreement.
- 12. 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 Subrecipient. 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 Subrecipient’s protection in connection with work performed under this Agreement and acknowledges that no workers’ compensation insurance is carried by RMI covering Subrecipient.

13. Compliance with Laws and Policies. Subrecipient certifies that it is in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, or groups subject to OFAC sanctions, or, to the extent Subrecipient is a non-US entity, Subrecipient does not deal with any individuals, entities, or groups subject to OFAC sanctions or any other persons known to Subrecipient to support terrorism or to have violated OFAC sanctions. 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/> (or such other URL as RMI may specify). Subrecipient agrees to protect the Subgrant funds from diversion to non-charitable purposes or activities that support terrorism or terrorist organizations. 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.

13.1 Subrecipient represents and warrants as of the date hereof and covenants throughout the Subgrant Term that:

- i. It is a duly organized and validly existing political subdivision, public agency, or instrumentality of the State of Washington, organized and operated exclusively for public purposes and the performance of essential governmental functions. Subrecipient further represents and warrants that it is exempt from federal income taxation as a governmental entity pursuant to Section 115(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and that contributions or payments made to or for the use of the Subrecipient for public purposes are eligible to be treated as charitable contributions under Section 170(c)(1) of the Code, to the extent permitted by law. The Subrecipient agrees to notify RMI promptly in writing if there is any change in its legal status or tax treatment that would materially affect the accuracy of the foregoing representations.
- ii. Subrecipient has the requisite power to conduct its business as presently conducted and to enter into and comply with its obligations under this Agreement;
- iii. Subrecipient is in compliance with all applicable laws, rules, regulations and orders of the state or other jurisdiction that governs Subrecipient or its activities, and Subrecipient maintains, or will obtain and maintain or verify, all licenses, permits, approvals, degrees, certifications or other authorizations that may be required to perform activities in furtherance of the Work to be funded by the Subgrant;
- iv. no official or employee of RMI, or any of its affiliates, has received any direct or indirect benefit in connection with the Subgrant; and
- v. all materials and information provided to RMI by Subrecipient are true, complete and correct in all material respects and do not contain any material misstatement of fact or omission.

14. Disputes: If the Parties are unable to settle a dispute relating to this Agreement, either Party, on written notice to the other Party, shall submit the dispute to arbitration in accordance with the rules of the American Arbitration Association in the State of Washington. Judgment on the arbitration award may be entered in any court having jurisdiction.

15. Changes and Modifications: Any material changes to the Work or the terms of this Agreement must be approved in advance in writing by all Parties.

16. Termination: Either 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 immediately

upon written notice to Subrecipient if (a) Subrecipient fails to perform any material provision of this Agreement; (b) the prime grant agreement that is funding this Subgrant is modified or terminated; or (c) a material conflict of interest arises.

17. 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, as follows:

If to RMI:

Rocky Mountain Institute
2490 Junction Place, Ste 200
Boulder, CO 80302
Attn: Ian Peters
Email: ian.peters@rmi.org

If to Subrecipient:

City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967
Attn: Pamela Braff
Email: pbraff@ci.olympia.wa.us

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

19. No Liability; Limitation of Subrecipient Liability. Neither RMI nor the Prime Grantor shall be liable for losses, damages, claims, or other liabilities arising out of the Subrecipient's activities. It is expressly understood that neither RMI nor the Prime Grantor, by making this Subgrant, has an obligation to provide other or additional support to the Subrecipient for the purposes of this Work or for any other purpose.

20. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

21. Binding Effect. This Agreement will be binding upon and inure to the benefit of each of the Parties and its successors and permitted assigns.

22. Assignment. This Agreement may not be assigned by the Subrecipient without the prior written consent of RMI. RMI reserves the right to assign the Agreement to a related party without the consent of the Subrecipient. RMI will promptly notify the Subrecipient of any such assignment.

23. Authority to Sign. The person signing this Agreement on behalf of the Subrecipient represents and certifies that they have full, express power and authority to do so.

24. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but all of which, when taken together, will constitute one and the same instrument.

[Signature page to follow]

The Parties acknowledge and agree to the terms and conditions of this Agreement.

Rocky Mountain Institute

By: _____

Name: Leia Guccione
Title: Managing Director
Date:

City of Olympia

By: _____

Name: Steven J. Burney
Title: City Manager
Date:

Approved as to form:

By: _____

Name: Michael Young
Title: Senior Deputy City Attorney
Date:

ATTACHMENT A

RMI EV Charging Subgrant Proposal

Project Applicant: Cities of Olympia and Tumwater

Contact 1: Pamela Braff, City of Olympia, pbraff@ci.olympia.wa.us

Contact 2: Alyssa Jones Wood, City of Tumwater, ajoneswood@ci.tumwater.wa.us

1. What is the intended use for the subgrant? Is this in keeping with the goals you've set forth for the project you're currently working on with RMI?

This project will fund the installation of Level 2 EV charging stations for residents of affordable multifamily rental housing in the Cities of Olympia and Tumwater. By leveraging private investment, utility incentives, and in-kind staff technical support, we will complete installations for at least 2 multifamily sites (one each in the cities of Olympia and Tumwater). Depending on site criteria and specific charging needs, we expect to install 1-2 dual-head, level 2 chargers (2-4 total ports) at each site.

This project would directly advance one action from the menu of measures developed as part of our e-mobility access project with RMI (shared level 2 chargers for multifamily housing), and utilize the mapping analysis provided by RMI to prioritize LMI/renter neighborhoods for site selection and outreach.

2. Has the project been approved by your authority having jurisdiction (AHJ)?

No, the project has not yet been approved. However, in our experience, permits for multifamily level 2 chargers typically take less than 2 weeks to be approved. Please see the table in our response to question seven for more details on the anticipated project timeline.

3. Has a budget been identified for the project? How much has been committed internally?

This project will be supported through a combination of grant funding, utility incentives, private investment by site hosts, and in-kind staff time from the Cities to provide project management and technical support. We expect to provide approximately 50 hours of in-kind staff support¹ to property owners on this project.

¹ In-kind support will either be provided directly by City staff, and/or through experienced administrative consultants contracted by the Cities to facilitate the project installations.

Proposed EV Charging Budget – Cities of Olympia and Tumwater	
Item	Approximate Cost
City of Olympia	
EV Charger(s), including installation and any necessary electrical work, construction, and/or site improvements. Costs may also include any warranties and software subscriptions to operate the equipment for up to 5 years.	\$25,000
Total	\$25,000.00
City of Tumwater	
EV Charger(s), including installation and any necessary electrical work, construction, and/or site improvements. Costs may also include any warranties and software subscriptions to operate the equipment for up to 5 years.	\$25,000
Total	\$25,000.00
GRAND TOTAL	\$50,000.00

4. What is the ask of RMI? Will the subgrantee need administrative support disbursing the funding?

Our administrative support needs are limited. Staff have experience facilitating similar multifamily EV charging grants and have established workflows and contract templates for administering such programs. RMI may choose to disburse funds to the Cities, site hosts, or directly to the selected installer(s). If selected for this funding, we can work with RMI to determine the best approach for funding distribution.

5. Does the ask fit the subgrant limit? (\$50k)

Yes, our funding request is \$50,000. Any additional installation costs that exceed grant funding and other incentives will be paid directly by the site hosts.

6. Is there any dependency on external support or organizations for project success? How is this risk mitigated?

Yes, successful implementation depends on the recruitment of two private property owners to host EV charging stations and agree to fund any costs exceeding \$25,000 per site. Two of the primary concerns we hear from building owners regarding the

installation of multifamily charging include:

- Cost of Upgrades – This will be addressed by the provision of grant funding, which will cover a significant portion of the installation cost. We will also coordinate with our electric utility (Puget Sound Energy) to access any additional rebates or incentives available to support the installation.
- Project Management – This will be addressed by providing no-cost project management services and technical support to guide the site hosts through each step of the process, from securing quotes to installer selection, installation, and education/outreach to residents.

Our community has significant interest in EV charging access, as demonstrated by participation in previous EV charging grant programs and public comment on climate action plans, and we do not expect any issues in finding at least one interested property owner in both Olympia and Tumwater.

As this project includes level 2 chargers, we expect permitting to be relatively simple and do not expect any major issues related to electrical or utility upgrades.

7. What is the timeframe for the subgrant’s use? (It must be used by the end of calendar year 2026.) Would you be able to provide a max. 3-page follow-up report summarizing the grant's use by December 31, 2026?

Upon receipt of the funding, we will launch applications for interested site hosts within 1 month. A proposed timeline, assuming a May 1 start date, is provided below.

Month	Activity
May	Launch call for interested site hosts. Select site hosts by June 1. Site hosts sign a commitment letter, indicating their intent to participate in the program and understanding of the program terms.
June – July	Procure quotes from local installers and confirm site feasibility. Site hosts select installers and begin formal contracting process with the cities.
August-September	Execute contracts with site hosts and installers.
September – November	Secure permits and complete installations.
December	Deliver final report to RMI.

8. How will this project benefit the residents of lower income multi-family housing (MFH) communities?

The target beneficiaries of this project are tenants/residents of affordable multifamily rental housing in Olympia and Tumwater. For many renters, it is simply inconceivable to purchase/lease an EV without the availability of ample public or overnight charging. While the cost of used EVs becomes more affordable, the availability of reliable charging remains a structural obstacle. Adding charging at their home, which residents can use to charge overnight without undue stress, removes that structural obstacle and can help enable equitable EV adoption.

9. How likely is this subgrant to make a difference that would have otherwise not have been achieved? Please describe the impact of receiving this funding.

This grant funding will enable the installation of EV charging stations at two affordable multifamily apartment buildings within the Olympia/Tumwater area. Without this funding, these installations would not be possible. In addition to directly supporting EV charging access and enabling those residents to more easily transition to electric vehicles, the installation of EV chargers at affordable multi-family housing supports a broader cultural shift towards electric vehicles in our community, and challenges the perception that EVs are only accessible to high-income individuals who own their own homes.

10. How important is this project in the landscape of EV charging and access in the city or region it would serve?

The inclusion of EV charging at multifamily housing is critical, considering the landscape of housing types and current EV charging and access in Olympia and Tumwater. In Olympia, 50% of housing is occupied by renters. In Tumwater, that number is nearly 40%. Given the structural barriers to EV adoption for renters, this type of project not only advances renter equity, but it is also the only way that large-scale transportation electrification can succeed in our region.