

**A COOPERATIVE AGREEMENT**

**BETWEEN**

**THE CITY OF MINNEAPOLIS,**

**NORTHERN STATES POWER,**

**AND**

**CENTERPOINT ENERGY RESOURCES CORPORATION**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Minneapolis, a Minnesota home rule charter city, hereinafter referred to as the “City,” and Northern States Power Company a Minnesota corporation, d/b/a Xcel Energy, hereinafter referred to as “Xcel Energy”, and CenterPoint Energy Resources Corporation, d/b/a CenterPoint Energy Minnesota Gas, hereinafter referred to as “CenterPoint Energy.”

**WITNESSETH:**

**WHEREAS**, the parties to this Cooperative Agreement have entered into a joint effort, popularly known as, “The Clean Energy Partnership,” which brings these three entities together in support of the City’s Climate Action Plan and the 2040 Energy Vision; and,

**WHEREAS**, together the parties are working to plan, implement, market and track various new approaches to delivering energy efficiency, energy choices, and renewable energy to Minneapolis residents and businesses; and,

**WHEREAS**, the parties have determined to work with community-based organizations to hire, through a Request for Proposal process, a community organization to create targeted community-specific engagement plans that meet residents where they are and are related to their needs; and,

**WHEREAS**, the parties intend that these community-specific engagement plans should lead to greater participation in CenterPoint Energy and Xcel Energy efficiency programs; and,

**WHEREAS**, the parties have agreed to equally participate in the financial support of this process to create targeted community-specific engagement plans.

**NOW THEREFORE, IT IS AGREED AS FOLLOWS:**

1. The City, Xcel Energy and CenterPoint Energy (the “Parties”) shall fund the project in equal 1/3 shares of up to \$10,000.00 from each of the parties.

2. The City will draft a Request for Applications (a “RFA”) and have it approved by the other two parties.
3. The City shall issue the RFA to community-based organizations that may have experience and interest in creating the engagement plans and performing the work contemplated by this agreement. A panel of three members, one from each of the parties shall evaluate the proposal(s) received in response, and choose a community organization to carry out the proposal. The City shall contract with the community organization to do the work. The parties understand that the contract with the community organization will be done pursuant to City contracting procedures, and pursuant to City and State law governing municipal contracting.
4. The community organization that is awarded the contract will send its invoices (based on agreed upon milestones) to the City. The City will pay the community organization pursuant to the terms of the contract between the City and the community organization.
5. Both Xcel Energy and CenterPoint Energy will submit a check for \$10,000 to the Minneapolis Finance Director, representing their portion of funding this cooperative agreement to be implemented by the selected community based organization pursuant to the RFA. These checks shall be submitted within 60 days of receiving notice of the selection of the winning proposal.
6. The City will fund its share by transferring \$10,000 from the Sustainability Office account in the Department of the City Coordinator to the Finance Director to be placed in an account that will remain separate from other City funds. It shall be used solely to fund the work of the community based organization to create targeted community specific engagement plans pursuant to the contract created in response to the Request for Proposals. This account will remain separate from other City funds.
7. At the completion of the community based organization’s work, pursuant to their contract, to create targeted community specific engagement plans, any money that remains out of the original \$30,000 paid by the parties will be divided equally, and returned to each party.
8. The project shall end when the work is complete or by December 31, 2018, whichever occurs first. Any remaining money in the account at the time the project ends will be divided equally and returned to each party within 60 days.

9. All amendments to this Agreement shall be in writing, signed by the City and each of the other parties pursuant to lawful authority within each entity.

10. The parties understand that data held by the City, or otherwise subject to state authority, must be handled in compliance with the Minnesota Government Data Practices Act, and be released or withheld pursuant to the terms of Minnesota law in addition to other applicable local and federal laws relating to data privacy or confidentiality.

11. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this agreement shall be construed and enforced as if such provision had not been included.

12. This agreement constitutes the entire and exclusive agreement of the parties related to hiring and funding a community based organization to create targeted community specific engagement plans.

13. The laws of the State of Minnesota shall govern all interpretations of this agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of any of the parties to this agreement.

**IN TESTIMONY WHEREOF**, the parties hereto have caused this agreement to be executed by their respective duly authorized officers as of the day and year first above written.

**FOR THE CITY OF MINNEAPOLIS**

By: \_\_\_\_\_  
Finance Officer or Designee

Dated: \_\_\_\_\_

Approved as to Form:

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

Dated: \_\_\_\_\_

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

Department Head responsible for Contract  
Monitoring for this contract

Dated: \_\_\_\_\_

**NORTHERN STATES POWER COMPANY  
d/b/a XCEL ENERGY**

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**CENTERPOINT ENERGY RESOURCES  
CORPORATION d/b/a CENTERPOINT  
ENERGY MINNESOTA GAS**

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_