



Memorandum of Understanding

This Memorandum of Understanding (MOU) is effective _____ and is made by and between Rocky Mountain Institute (RMI), a Colorado nonprofit 501 (c)(3) corporation, Fresh Energy, a _____ corporation (the “Champion”) and City of St. Paul (the “Regional Authority”), (collectively, the “Parties”) to make Drive Electric Minnesota an official partner of Project Get Ready (PGR) Partner Community.

The Parties wish to collaborate on the following activities (the “PGR Project”):

- Create a “menu” of actions, which community leaders will use to make their community plug-in ready;
- Create an on-line database of readiness activities;
- Work one-on-one with three cities to create local coalitions and charters;
- Convene at least 20 regional partners regularly with technical advisors to share lessons learned and best practices;
- Develop a benchmark so regions can prove their readiness;
- Document the progress made by participant regions in order to help quantify future demand for electric vehicles and make it more transparent to industry (how much, where, and what type of support to expect).
- Provide helpful data, background and educational material on plug-in readiness.

The Parties agree that such cooperation and the PGR Project work is desirable and necessary for each of them to carry out their purposes because each Party brings expertise needed by and complementary to the other for this project.

The Parties desire to structure a working relationship among one another that will enhance this cooperation. The Parties recognize that they will contribute directly and indirectly to the Project in many ways that are hard to measure and compare.

Now therefore, for and in consideration of the covenants contained herein, the Parties agree as follows:

1. *Scope of Work of PGR Project:*

- Create a “menu” of actions, which communities will use to make their community plug-in ready;
- Create an on-line database of readiness activities;
- Work one-on-one with three regional partners to create local coalitions and charters;
- Regularly convene at least 20 regional partners with technical advisors to share lessons learned and best practices;

- Develop a benchmark so communities can prove their readiness;
- Document the progress made by participant regions in order to help quantify future demand for electric vehicles and make it more transparent to industry (how much, where, and what type of support to expect).
- Provide helpful background and educational material on plug-in readiness.
- Collaborate and share relevant data and knowledge related to EV readiness activities

2. Responsibilities of Parties.

Rocky Mountain Institute will:

- Complete the steps in Scope of Work, above
- Post information about Drive Electric Minnesota's plug-in readiness work on its website,
- Include Drive Electric Minnesota in all updates, comment periods, and cross-city conversations hosted by PGR,
- Share all information gathered in the course of the Project with City of St. Paul, and be available for questions.

Fresh Energy ("Champion") will work with other stakeholders in the Partner Community area to:

- Convene multi-stakeholder meetings regularly (at least quarterly),
- Create a readiness charter that can be posted on PGR's website,
- Document all readiness actions and policies taken by Drive Electric Minnesota for documentation on PGR website,
- Provide at least one staff person with funding and availability to work one full day a week on coordinating and executing Drive Electric Minnesota's readiness plans.
- Share available and relevant data and knowledge

City of St. Paul ("Regional Authority") will work with the other Parties to:

- Support the Champion in convening key stakeholders,
- Participate in meetings, working groups, etc.,
- Authorize RMI to list Drive Electric Minnesota as an official Partner Community on the Project Get Ready website.

3. Financial Agreement.

Because RMI and the Partner Community are sharing information, and no travel or location specific work is expected, there is no compensation required among any of the Parties under this agreement.

4. Termination.

This agreement will remain in effect as long as Project Get Ready is in operation, unless terminated by the Parties.

5. Modification.

This MOU may be modified only in writing by mutual agreement of the Parties.

6. Internal Revenue Code Election.

This MOU is not intended to create, and shall not be construed to create, the relationship of a partnership or joint venture, and the rights and liabilities hereunder are and shall be several and not joint or collective. Notwithstanding the fact that neither a partnership nor a joint venture is created or intended to be created, if, for Federal Income Tax purposes, this MOU or the actions of the Parties hereto in carrying out this Agreement is deemed to create a partnership, each Party hereby affected elects to be excluded from the application of all of the provisions of Subchapter "K," Chapter 1, Subtitle A of the Internal Revenue Code of 1954, as amended, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Any one of the Parties hereto is authorized to execute, on behalf of all the Parties hereto, such evidence of this election as may be required, desirable or requested by the Internal Revenue Service.

It is acknowledged that nothing in this agreement or in any other documents drafted by the Parties shall be construed to make the Parties agents or representatives of each other.

Rocky Mountain Institute

By: _____ DATE _____

Robert Hutchinson,
Managing Director, Rocky Mountain Institute

First Energy ("Champion")

By: _____ DATE _____

Title _____

_____ DATE _____

City of St. Paul ("Regional Authority")

By: _____ DATE _____

Title _____