

**AMENDMENT NUMBER 2 TO AGREEMENT  
FOR PROFESSIONAL SERVICES BETWEEN  
CLEAN ENERGY COALITION  
AND  
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 (“City”) and Clean Energy Coalition having its offices at 1250 N. Main St. #1, Ann Arbor, MI 48104 (“Consultant”) agree to amend the professional services agreement between the parties for the Community Climate and Energy Programs project executed by the parties January 5, 2015, as amended by Amendment No. 1 dated November 10, 2015, as follows:

1) Paragraph A of Section III, SERVICES, is amended to read as follows, and Exhibit A-2 is attached:

A. The Consultant agrees to provide professional services (“Services”) in connection with the Project scope as described in Exhibit A, Exhibit A-1, and Exhibit A-2. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

2) Paragraph A of Section IV, COMPENSATION OF CONSULTANT, is amended to read as follows, and Exhibit B-2 is attached:

A. For the Services described in Exhibit A the Consultant shall be paid in the manner set forth in Exhibit B, for the Services described in Exhibit A-1 the Contractor shall be paid in the manner set forth in Exhibit B-1, and for the Services described in Exhibit A-2 the Contractor shall be paid in the manner set forth in Exhibit B-2. Payment shall be made monthly, unless another payment term is specified in Exhibit B, Exhibit B-1, or Exhibit B-2, following receipt of invoices submitted by the Consultant and approved by the Contract Administrator. Total compensation payable for all Services performed during the full term of this Agreement shall not exceed \$255,000.

All terms, conditions, and provisions of the original agreement between the parties executed January 5, 2015, as amended by Amendment No. 1 dated November 10, 2015, unless specifically amended, are to apply to this amendment and are made a part of this amendment as though expressly rewritten, incorporated, and included herein.

This amendment to the agreement between the parties shall be binding on the heirs, successors and assigns of the parties.

Dated this \_\_\_\_\_, 201\_\_.

**For Consultant**

By \_\_\_\_\_  
Sean Reed, Executive Director

**For City of Ann Arbor**

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Howard S. Lazarus, City Administrator

\_\_\_\_\_  
Craig A. Hupy, P.E., Public Services Area  
Administrator

**Approved as to form**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

## Exhibit A-2

### SCOPE OF SERVICES

The City of Ann Arbor is amending a Professional Services Contract with the Clean Energy Coalition (CEC) and subcontractors to support community climate and energy programs. A task list consistent with the prior agreement scope of work is provided below that furthers the City's Climate Action Plan ([www.a2energy.org/climate](http://www.a2energy.org/climate)) and is a continuation of services agreed to by the parties in 2014 and executed on January 5, 2015. CEC has demonstrated a unique understanding of the Climate Action Plan and previous experience supporting local community energy efficiency and related financing programs, program evaluation, public engagement and education, marketing and brand development, developing and implementing pilot programs with DTE Energy, and execution of renewable energy projects.

Levels of Effort (LOE) for each task are provided below and may be amended to allocate more resources to some tasks and less to others under mutual agreement by written communication from consultants to the City contract managers in Systems Planning. The period of the amended contract is one year from date of a fully executed agreement.

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#### Task A. PACE/CERL/RHLF Program Support

LOE—**\$20,000**

Lead—CEC

Continue support of Property Assessed Clean Energy (PACE) financing program and small commercial/rental revolving loan (CERL, RHLF) programs through refinement of the program design.

#### Anticipated outcomes:

- A-1. Update PACE/CERL/RHLF program components
  - Create third-party financing agreement template
  - Convene local banks to explore Community Energy Efficiency Financing options
  - Draft and release third-party financing RFP for a2energy bank partners, select partners, and add to a2energy website (i.e., leverage with City LLR, fixed interest rate every 3 months).
  - Create financial review procedure for non-profits, including solar leasing.
  - Facilitate convening of local investors and creating a mechanism for them to fund PACE loans (include elected officials, staff, proposed projects).
  - Identify metrics for success, track and report progress (i.e. financing leverage, number of participating financing institutions)

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#### Task B. Energy Benchmarking Pilot

LOE—**\$0**

Lead—CEC

(no work included in amendment #2)

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Task C. Solar Aggregation/Community Solar

LOE C-1 Solar Partner/Aggregation - **\$20,000**

LOE C-2 Community Solar - **\$5,000**

Lead—CEC

Continue to advance the Climate Action Plan through a group buy/”solarize” program available to all properties within the City.

**Anticipated Outcomes:**

- C-1. Administer Solar Partner/Aggregation initiative
    - Manage partnership agreement with selected solar aggregation partner as initiated in the first half of 2016
    - Support solar program partner with refinement of their standard program to respond to local community characteristics
    - Support solar program partner with marketing for and hosting a minimum of five (5) public events (one in each Ward)
      - Identify metrics and report progress
  - C-2. Assist in development of community solar/NGO solar project
    - Support efforts by a local NGO(s) to develop solar on their property before or by end of 2017
    - Support related City Staff and Commission work as needed on solar initiatives and the Climate Action Plan
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Task D. [a2energy.org](http://a2energy.org) Support – EE Pilots

LOE Energy Efficiency Pilots—**\$10,000**

Lead—CEC

The a2energy brand that was developed during CEC’s previous contract with the City has proven to be a popular and useful platform for supporting a range of City initiatives around climate and energy. The foundation of this brand is the website, [a2energy.org](http://a2energy.org), which offers information as well as technical and financial tools to business owners, homeowners, and renters alike. Creating new initiatives and promoting them via the site assists the community in improving energy efficiency and expanding renewable energy.

**Anticipated Outcomes:**

- D-1. (CEC) Develop program for residents to encourage energy efficiency and/or renewable energy improvements through DTE Energy pilots, leveraging Michigan Saves)
  - Meet with potential project partner(s)

- Develop pilot program & scope (to secure funding) building off the “energy coach” concept already introduced to DTE to increase weatherization and ready energy efficiency projects; Consult on “Home Energy Score” pilot for residents if partners can be identified
- Manage program (contingent, and to be scoped, on additional funding secured from partner and/or City)

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#### Task E. A2 Climate Partnership (A2CP)

LOE—**\$25,000**

Support—CEC (\$5,000)/Lead—Ecology Center (\$20,000)

The Ecology Center first convened the Ann Arbor Community Climate Partnership in December 2013. Teams of the Partners (i.e., Energy & Buildings, Land Use & Access, Resource Management, Community & Health, adaptation, community engagement) have been prioritizing easily achievable and/or high-impact actions for the short term. Community-based experts will be devoting hundreds of hours of pro bono expertise to developing implementation plans and schedules. The strategies or “actions” include, but are not limited to: greening affordable and rental housing, community solar projects, increasing collection of organic waste, developing ordinances around construction and demolition waste and styrofoam, and developing community-based challenges (e.g., WorkPlace Charging Challenge for EV infrastructure or neighborhood “green teams” contests to help homeowners identify and invest in energy-saving opportunities).

#### **Anticipated Outcomes:**

- E-1. Manage A2CP (Ecology Center)
  - Convene monthly meetings of the A2CP Leadership and Community Engagement teams
  - Develop annual report on A2CP progress in support of Annual Climate Action Plan update including private funds leveraging city support
  - Sign up 2,000 residents to the A2Partnership
    - Gather information on supporters’ concerns, interests, and action areas
    - Provide information to residents about campaigns and community climate resources, including refining and completing A2CP website content
- E-2. Participate in Climate Partnership (CEC)
  - Attend and support Climate Partnership working group monthly meetings and resulting activities

**Exhibit B-2**

**COMPENSATION**

Tasks	Amend. 2 Clean Energy Coalition	Amend. 2 Ecology Center	Amend. 2 Total (\$)
Task A-2. PACE & a2energy	\$20,000		\$20,000
Task B-2. Energy Benchmarking			
Task C-2. Community Solar	\$25,000		\$25,000
Task D-2. Energy Efficiency Pilots	\$10,000		\$10,000
Task E-2. Climate Partnership	\$5,000	\$20,000	\$25,000
Materials	\$5,000		\$5,000
	\$65,000	\$20,000	\$85,000