

AMENDMENT NUMBER 1 TO  
AGREEMENT 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, a Michigan corporation having its offices at 924 N. Main St., Suite 2, Ann Arbor, Michigan 48104 (“Contractor”), agree to amend the agreement dated August 17, 2010, this October \_\_\_, 2012 as follows due to an extension and budget amendment awarded by the US Department of Energy, beyond the original September 8, 2012 grant period of performance to March 7, 2013:

1) Exhibit 1 – SCOPE OF WORK of the original contract is amended to add an additional scope of work during the extension period and the compensation calculation for that work as shown in attached SUPPLEMENT to Exhibit 1.

2) Exhibit 2 – SUB-GRANTEE PROJECT COSTS AND COST SHARING is amended to include the additional budget amount during the extensions and shown in the attached FIRST AMENDED Exhibit 2, in Budget Period 2.

Paragraph 11 of the SPECIAL TERMS AND CONDITIONS is amended to read as follows:

11. Basis of Payment will be on an actual cost basis for an amount not to exceed \$333,962. Compensation will be made in accordance with the costs presented in Exhibit 1 and SUPPLEMENT to Exhibit 1. Calculation of Sub-Grantee’s share also will be on an actual basis.

The Total Estimated Project Cost is the sum of the DOE grant share and Sub-Grantee’s share of the estimated project costs as shown on FIRST AMENDED Exhibit 2. Sub-Grantee’s cost share must come from non-federal sources unless otherwise allowed by law. By accepting federal funds under this award, Sub-Grantee agrees that it is liable for the Sub-Grantee percentage share of total incurred allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. Eligible Project Costs shall not include indirect costs or fringe costs unless approved by the DOE Contracting Officer.

All terms, conditions, and provisions of the original agreement between the parties dated August 17, 2010, unless specifically amended above, 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.

**For Consultant**

**For City of Ann Arbor**

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

By \_\_\_\_\_  
John Hieftje, Mayor

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

**Approved as to substance**

\_\_\_\_\_  
Steven D. Powers, City Administrator

\_\_\_\_\_  
Craig Hupy,  
Public Services Area Administrator

**Approved as to form and content**

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

## **SUPPLEMENT to Exhibit 1 – SCOPE OF WORK**

Clean Energy Coalition, in partnership with the City of Ann Arbor Energy Office/Systems Planning Unit, will continue the implementation of the a2energy program, including administration of the Ann Arbor PACE Program through the EECBG. This work will include both implementation of present activities as well as planning for the long-term sustainability of the a2energy program beyond the grant period.

### **Scope of Work**

#### **1. PACE**

##### **a. Current:**

- i. Support funding for first round of PACE projects, with an aim of surpassing \$1 million in projects
- ii. Commit the EECBG funded loan loss reserve
- iii. Continue providing administrative and technical review for PACE applications and guiding interested property owners through pre-application and application phases
- iv. Continue refinement of PACE policies and program in collaboration with PACE Team at City of Ann Arbor; participate in regular meetings with PACE Team
- v. Continue marketing and promotion efforts in order to begin assembling projects for second PACE bond package (see details on marketing activities below)
- vi. Schedule and participate in regular program update meetings between City of Ann Arbor and Clean Energy Coalition

##### **b. Future:**

- i. Forecast staffing/budgeting needs for ongoing PACE program administration
- ii. Set up processes to manage ongoing data collection for completed PACE projects

#### **2. a2energy**

##### **a. Current**

- i. Implement marketing activities to promote program website and appropriate program offerings (see details on marketing efforts below)
- ii. Coordinate with Green Rental Housing program both via programmatic activities and website
- iii. Continue implementation of “e-peeps,” a2energy Contractor Partner program, and a2energy newsletter
- iv. Schedule and participate in regular program update meetings between City of Ann Arbor and Clean Energy Coalition

##### **b. Future:**

- i. Set up a2energy Task Force prior to project closeout to include staff from City of Ann Arbor and members of the Ann Arbor community to support continuation of an ongoing program
- ii. Identify continuing funding opportunities for program, submit applications/ proposals for funding where appropriate

#### **3. Climate Action Plan**

- a. Finalize community energy efficiency awareness elements of the Plan as a mechanism for institutional support of PACE and a2energy and related activities in the future
- b. Present Plan to City Council with City of Ann Arbor staff to ensure City adoption

#### **4. Proposed Marketing Activities**

##### **a. a2energy:**

- i. Build out/update website structure as necessary
- ii. Run online advertisements via annarbor.com, annarborchronicle.com, and other sites as

- appropriate
- iii. Purchase Ann Arbor Observer print ad(s) as appropriate
- iv. Print and run AATA bus ad(s) as appropriate
- v. Purchase table cover and other materials for events as necessary
- vi. Attend events as necessary
- b. PACE:
  - i. Update brochure and re-print as necessary
  - ii. Hold marketing/promotion events for businesses and contractors as necessary

**Client Contact and Project Lead**

Jenny Oorbeck, Division Manager, Clean Energy Coalition  
 734-585-5720 x18 | jenny@cec-mi.org

**Compensation**

The City of Ann Arbor will pay to Clean Energy Coalition as compensation for consulting services and marketing activities up to the not-to-exceed sum of \$73,962 on a Time and Material basis. Invoices for services rendered will be submitted to City of Ann Arbor on a monthly basis and due within thirty (30) days of receipt. A detailed overview of expected hours and rates are below.

<b>Proposed Staffing</b>	<b>Hourly Rate</b>	<b>Estimated Hours</b>	<b>Estimated Fee</b>
Project Administrator	\$60	8	\$480
Project Lead	\$60	240	\$14,400
Project Staff	\$50	666	\$33,300
Project Support Staff	\$40	520	\$20,800
Estimated Marketing Activities			\$4,982
<b>GRAND TOTAL</b>		<b>1,434</b>	<b>\$73,962</b>

**FIRST AMENDED Exhibit 2 – SUB-GRANTEE PROJECT COSTS AND COST SHARING**

Budget Period No.	Budget Period Start Date	DOE Grant Share \$ / %	Sub-Grantee Share \$ / %	Total Estimated Cost
1	9/8/2009	\$260,000 / 100%	\$0 / 0%	\$260,000 / 100%
2	9/8/2012	\$73,962 / 100%	\$0 / 0%	\$73,962 / 100%
Total Sub-Grantee Budget		\$333,962	\$0	\$333,962