

**PERSONAL SERVICES AGREEMENT
INDEPENDENT CONTRACTOR**

This agreement is made May 4, 2020, between Julie Roth, 2605 Salisbury Ln, Ann Arbor, Michigan 48103 (“Contractor”) and the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 (“City”).

In consideration of the promises and the mutual agreements set forth below, it is agreed as follows:

1. Contractor agrees to provide services specified in Exhibit 1 which is hereby incorporated by reference, to the Sustainability and Innovations Manager.
2. Contractor’s standard of performance under this agreement shall be of the level of quality performed by individuals regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Sustainability and Innovations Manager.
3. Contractor agrees that she will not divulge at any time any confidential information disclosed to her by the City or its employees. Contractor agrees that this confidentiality provision survives and is enforceable beyond the term of this contract. The parties acknowledge and agree that the right and duty to disclose information is vested solely with the City.
4. Contractor shall receive as compensation for the covenants to be observed and services to be performed as set forth above, \$50.00 per hour for services accepted by the City as meeting the standards under the contract. Subject to prior approval, Contractor will be reimbursed for reasonable and necessary expenses incurred in connection with this contract. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled. The total compensation under this contract shall not exceed \$20,000.
5. This agreement shall be in effect from May 4, 2020 to March 30, 2021, unless terminated earlier under Paragraph 6 or extended by mutual agreement in writing.
6. This agreement shall terminate upon the occurrence of any one of the following events:
 - a. the demise of the Contractor;
 - b. the Contractor terminates this agreement by giving at least 30 days advance written notice;
 - c. the failure of the Contractor to comply with the terms of this agreement; or
 - d. the City, at any time, without cause, terminates this agreement on 14 days advance written notice to Contractor.
7. It is understood that Contractor’s relationship to the City under the agreement shall be that of an independent contractor, and Contractor will not receive any overtime pay, holiday, pay, sick pay, vacation pay, retirement benefits, pension benefits, insurance benefits or fringe benefits of any kind in any form. Contractor shall be responsible for paying her own social security taxes, and the City

will not withhold federal, state or city (if applicable) income taxes from the fees paid to Contractor under the agreement. Contractor is not to be considered a regular, temporary, hourly or casual employee of the City for any purpose.

8. Contractor certifies she has no financial interest in the services to be provided as set forth above other than the fee to be received under this agreement. Contractor further certifies that she presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the services under this contract. Further Contractor agrees and certifies that she does not and will not employ or engage any person with a personal or financial interest in this contract.

9. Nothing contained in this agreement or in the relationship of the Contractor and the City shall be deemed to constitute a partnership, joint venture, or any other relationship. Contractor's authority is limited to performing the services set forth in this agreement. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

10. Contractor warrants that she has all the skills, and experience necessary to perform the services she is to provide pursuant to this agreement.

11. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to Contractor's proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor occurring in the performance of this agreement. On request Contractor shall provide the City with proof of insurance. The insurer must be satisfactory to the City Attorney. Contractor agrees that it is her responsibility and not the responsibility of the City to safeguard her property and materials used in performance of this agreement.

12. All notices and submissions required under this agreement shall be by personal delivery, overnight delivery service, or by first-class mail, postage prepaid, to the address set forth above or such other address as either party may designate by prior written notice to the other.

13. There are no agreements or understandings, either oral or written, between the parties other than those set forth in this agreement, and there are no agreements or understandings that in any way alter, modify, amend or otherwise change this agreement. No alterations, modifications, amendment or other change of this agreement shall be binding on the parties unless in writing and approved by the City.

14. This agreement shall be governed and construed in accordance with the laws of the State of Michigan. By executing this agreement Contractor and City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for the purposes of any action arising under this agreement.

15. Whenever possible, each provision of this agreement will be interpreted in a manner as to be

effective and valid under applicable law. However, should any provision of this agreement be found void or invalid under applicable law, the remaining provisions shall be in full force and effect.

16. Contractor warrants and agrees that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes.

For Contractor

Julie Roth

Julie Roth

Tom Crawford

06/24/2020

TOM CRAWFORD, INTERIM CITY ADMINISTRATOR

Approved as to substance

Missy Stults

Missy Stults, Sustainability and Innovations
Manager

Stephen K. Postema

06/24/2020

STEPHEN POSTEMA, CITY ATTORNEY

EXHIBIT 1
SCOPE OF SERVICES

Creating and Piloting Ann Arbor Solarize Initiative

The Ann Arbor Office of Sustainability and Innovations (OSI) seeks assistance in creating, piloting and scaling a new solar initiative called Ann Arbor Solarize. This program aims to help residents and businesses install rooftop and ground mounted solar by removing or minimizing informational and financial barriers to accessing solar. Ideally, this program will also grow to include bulk purchasing of solar and electric vehicles as well as solar and energy efficiency improvements. Overall, the Ann Arbor Solarize program will be based on knowledge learned and models currently being administered in local communities throughout the country, including guidance provided by the United States Department of Energy.

The Ann Arbor Office of Sustainability and Innovations is seeking the following assistance to formally create and launch the Ann Arbor Solarize initiative:

- Design a framework and support architecture for the Ann Arbor Solarize initiative.
- Design a set of pilots to test the solarize initiative in the community.
- Work with the Office of Sustainability and Innovations staff to develop outreach and engagement materials related to the solarize pilots.
- Recruit local solar installers into the program.
- Work with OSI staff to negotiate discounted rates for solar, from solar installers, based on the number of residents that sign-up for each pilot.
- Recruit local residents into the program.
- Coordinate with potential solarize hosts to set-up meetings to engage community members in learning about solar.
- Gather feedback and administer evaluations to gauge the effectiveness of the pilots and then provide recommendations for adjustments.
- Help identify opportunities to make residential and commercial solar more accessible to more Ann Arborites.
- Recommend the structure for a formal solarize program in the City of Ann Arbor based on experience with the pilots.
- Work with the OSI Manager to expand financing opportunities for Ann Arbor residents and businesses to ensure they can participate in the program.
- Help create the structure needed to launch a formal Ann Arbor Solarize program (i.e., to move from piloting to program creation).
- Assist in administering the Ann Arbor Solarize program.
- Create and test a framework for integrating group purchasing of electric vehicles into the Ann Arbor Solarize program.
- Create and test a framework for integrating group purchasing of energy efficiency into the Ann Arbor Solarize program.
- Assist in fundraising related to scaling solar energy within the community.

- Prepare monthly updates for OSI staff on Ann Arbor Solarize program and other associated work.
- Work with OSI staff to prepare quarterly reports for Council on the Ann Arbor Solarize initiative and other associated work.
- Regularly join OSI team meetings to share details on the Ann Arbor Solarize initiative and learn about other activities OSI team members are undertaking which may align with the goals of the Ann Arbor Solarize initiative.
- In tandem with OSI staff, conduct public engagement and recruitment into the Ann Arbor Solarize program.
- Maintain regular communication with local solar and energy efficiency installers.
- Other tasks as necessary to advance the Ann Arbor Solarize program.

Timeline

Work on this scope can begin immediately with the pilot phase of the Ann Arbor Solarize program completing in Fall 2020 and the full program launch no later than end of first quarter 2021.