

**AMENDMENT NUMBER 1 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 follows:

- 1) Paragraph A of Section III, SERVICES, is amended to read as follows, and Exhibit A-1 is attached:
 - A. The Consultant agrees to provide professional services (“Services”) in connection with the Project scope as described in Exhibits A and Exhibit A-1. 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-1 is attached:
 - A. For the Services described in Exhibit A the Consultant shall be paid in the manner set forth in Exhibit B, and for the Services described in Exhibit A-1 the Consultant shall be paid in the manner set forth in Exhibit B-1. Payment shall be made monthly, unless another payment term is specified in Exhibit B or Exhibit B-1, following receipt of invoices submitted by the Consultant and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed \$170,000.

All terms, conditions, and provisions of the original agreement between the parties executed January 5, 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

For City of Ann Arbor

By _____
Sean Reed, Executive Director

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy, Public Service Area Administrator
Approved as to form

Stephen K. Postema, City Attorney

SCOPE OF SERVICES

AMENDMENT 1 WORK PLAN

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) and is a continuation of services agreed to by the parties in 2014 and executed on January 5, 2015. CEC has a demonstrated and 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.

Costs under Amendment 1 are not to exceed \$85,000. 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 will extend one year from the date of execution by all parties.

Task A-1. PACE and a2energy Program Support

LOE – \$37,500 (Lead – CEC)

Continue support and promotion of Property Assessed Clean Energy (PACE) financing program and small commercial/rental revolving loan programs through public education and outreach to eligible commercial properties including outreach to potential marketing partners (e.g., Chamber of Commerce, local banks, NGOs, and Ann Arbor SPARK)

Anticipated outcomes:

- Continue to engage the commercial property owner community to accumulate \$1,000,000 in PACE projects to support commercial energy efficiency investments
- Evaluate Phase I PACE and CERL energy data
- Evaluate models for self-sustaining programs in the long-run, including revised fee-setting and administrative cost establishment and other forms of fundraising
- Increase coordination with Michigan Saves program
- Improve a2energy brand awareness and relation with community Climate Action Plan efforts
- Continue cultivation of a2energy Contractor Partners network and evaluate and execute possible trainings/convening of partners

Support a2energy Concierge/Librarian Services:

As part of the City's Sustainability Framework Goals and Climate Action Plan, the City will bolster the a2energy brand, a central place for residents and businesses to contact for up-to-date information on energy efficiency and renewable energy investments. Because sources of funding and incentives are constantly changing, consultants will support local efficiency and renewable investments by providing a "helping hand" to provide objective advice.

Led by temporary city staff, consultant will aid the following services:

- Staffed telephone line for baseline survey before assistance; obtain energy data to support project investment evaluation; explore contests for best projects in efficiency and renewables; in-person office hours
- Post common/FAQ questions and answers to build an online database
- Use social media to drive traffic to the site (a2Energy.org) to announce new incentive programs
- Leverage funds for other parties (e.g., Michigan Saves, DTE Energy, Mott Foundation) with common interests
- Possible partnership-building with relevant organizations (e.g., Public Library for Concierge office hours)
- Tracking of site traffic and capture of FAQs and common information to inform enhancing site content and information usability

Task B-1. Energy Benchmarking & Pilots

LOE – \$5,000 (Lead – CEC)

Continue support for City's consideration of a commercial energy benchmarking ordinance or other voluntary related programs that may result from Commission and or Council recommendations.

Assist with other emerging pilot programs with City staff, likely in conjunction with DTE Energy.

Task C-1. Community Solar

LOE – \$12,500 (Lead CEC, Support – Ecology Center)

Continue to evaluate 1) utility-controlled, 2) third-party, and 3) emerging models for a "community solar" supported project in Ann Arbor. Assist staff and Energy Commission in advancing other solar programs and ideas in the Climate Action Plan centered around community renewable energy supply.

Anticipated Outcomes:

- Fully scope at least one community solar project
- Assist other community solar projects underway in the community
- Identify and evaluate potential solar sites

Task E-1. A2 Climate Partnership

LOE – \$30,000 (Lead – Ecology Center)

Anticipated Outcomes:

- Sign up a goal of 1,000 residents to support the partnership and CAP activities
- Drive implementation of the Ann Arbor Climate Action Plan strategies prioritized by the Community Climate Partnership and City Commissions and propose metrics of success to track Plan progress
- Support, with City staff, the organization of the City's annual Sustainability Forums – in January, February, March and April at the Ann Arbor Public Library
- Develop an engagement strategy based on best practices and national examples, including (though not limited to) education materials, videos, banners, and other tabling materials. Review with City staff all outreach methods and materials under consideration, with a focus on issue based emphasis of strategies found in the Climate Action Plan

- Continue current programming and plans developed with the working group of the Climate Partnership
- Assist potential convening of a longer term energy vision session for Ann Arbor, seeking University/academic participation

Task F-1. GHG Emissions Reductions

Continued quantification of emissions reductions associated with all tasks, where possible.
(Lead – CEC)

EXHIBIT B-1

COMPENSATION

Tasks	Amend. 1 Clean Energy Coalition	Amend. 1 Subcontractor: Ecology Center	Amend. 1 Total (\$)
Task A-1. PACE & a2energy	\$37,500		\$37,500
Task B-1. Pilots & Energy Benchmarking Support	\$5,000		\$5,000
Task C-1. Community Solar	\$10,000	\$2,500	\$12,500
Task E-1. Climate Partnership		\$30,000	\$30,000
	\$52,500	\$32,500	\$85,000