



Legislation Details (With Text)

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<b>Type:</b>	Resolution	<b>Status:</b>			Passed
<b>File created:</b>	10/20/2014	<b>In control:</b>			City Council
<b>On agenda:</b>	10/20/2014	<b>Final action:</b>			10/20/2014
<b>Enactment date:</b>	10/20/2014	<b>Enactment #:</b>			R-14-348
<b>Title:</b>	Resolution to Approve Contract with the Clean Energy Coalition for Community Climate and Energy Programs (\$85,000.00)				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	1. Contract CEC Community Climate and Energy Services.pdf, 2. EXHIBIT A-C CEC Community Climate and Energy Services Contract.pdf				

Date	Ver.	Action By	Action	Result
10/20/2014	1	City Council		

Resolution to Approve Contract with the Clean Energy Coalition for Community Climate and Energy Programs (\$85,000.00)

Beginning with the City's first Energy Plan in 1981, the City of Ann Arbor has made major strides over the last thirty years to advance energy efficiency and related issues. More recently, the emergence of climate change as a generational issue of international importance and urgency has placed further attention on the need to advance energy conservation, energy efficiency, and renewable energy sources while also recognizing the inherent economic development value of the many approaches available to communities to address these matters. Many of these approaches have been included among the strategies in the Ann Arbor Climate Action Plan (CAP).

City Council recognized the importance and the opportunity for greater community-scale energy efficiency and climate readiness action through its support of the CAP in Resolution R-12-572 approved on December 17, 2012. The attached resolution authorizes consultant support to continue progress on projects that were initiated with the support of federal funds that have since expired, as well as on other emerging initiatives that will keep the City of Ann Arbor at the forefront of innovation in sustainability at the municipal and community levels. Among the activities included in this work are: the Property Assessed Clean Energy (PACE) program and other revolving loan and incentive programs that double as economic development strategies; community solar initiatives; community engagement with and by the Ann Arbor Climate Partnership ([www.a2energy.org/climate](http://www.a2energy.org/climate)) to involve the public and promote efforts with a common brand; energy benchmarking for buildings; and, other activities included in the Climate Action Plan. Greenhouse gas (GHG) savings estimates will also be included across all activities to measure progress towards CAP reduction targets.

The work performed under this contract significantly furthers several of the City's goals defined in the Sustainability Framework adopted by City Council as an element of the City Master Plan in February 2013. The Sustainability Framework identifies 16 overarching goals to help Ann Arbor become more

sustainable. The Sustainability Framework builds on goals developed from over 30 plans and 20 years of planning on the part of city residents, staff, boards and commissions, and City Council. The work performed under this contract will further progress towards the Sustainability Framework goals of Energy Conservation, Sustainable Buildings, Diverse Housing, Economic Vitality, Sustainable Energy, and Engaged Community, through tasks such as:

- The City's Property Assessed Clean Energy (PACE) program and technical support for Energy Star benchmarking furthers energy efficiency in the city's commercial and multi-family building stock and lead to economic savings. These savings to property-owners have a larger economic multiplier than funds spent on energy, which leave the local economy.
- Community solar work will develop a model for expanding private investment in solar power for those residents and businesses that may not be able to install this technology on their own properties.
- Ann Arbor Climate Partnership funding supports educating the public about the climate changes measured to date and the practical steps available to both mitigate and adapt to expected changes.

#### **Budget/Fiscal Impact**

Funds for this work are derived from the Ellsworth Corridor Transportation Study's (\$50,000.00) removal from the FY 15 General Fund Capital budget and direct use of \$75,000.00 of General Fund balance during final adoption of the FY15 annual budget.

Prepared by: Nathan Geisler, Energy Programs Analyst  
Matthew Naud, Environmental Coordinator

Reviewed by: Craig Hupy, Public Services Area Administrator

Approved by: Steven D. Powers, City Administrator

Whereas, City Council adopted a Climate Action Plan (CAP) on December 17, 2012 (R-12-572) that sets mid- and long-range targets for reducing community greenhouse gas emissions and outlines strategies to adapt to current and expected climate changes;

Whereas, the City's Sustainability Framework containing multiple Climate and Energy goals for the City is an approved element of the Ann Arbor Master Plan and directs efforts and priority towards actions that reduce energy consumption and greenhouse gases community-wide, and the Framework additionally has related goals for Economic Vitality, Engaged Community and Diverse Housing that can be achieved through community energy initiatives;

Whereas, dedicated resources are needed to implement strategies in the CAP and as such City Council passed a budget amendment ("Increase General Fund budget for Community-Facing Climate Action Programs") for FY15 allocating \$125,000.00 for community energy efficiency and climate work in furtherance of the Climate Action Plan using General Fund balance (\$75,000.00) and removing the Ellsworth Corridor Transportation Study (\$50,000.00) during final adoption of the budget;

Whereas, these funds are available in the Systems Planning Unit's General Fund budget;

Whereas, existing grant-supported city staff efforts within Washtenaw County's HUD Sustainable Communities grant for greening rental housing that expires in January 2015 will continue with a portion of these funds with the remainder used to hire consultants;

Whereas, RFP 911 was issued on August 19, 2014 seeking consultant services to achieve the goals described in the FY15 budget amendment dedicated to CAP and community energy related activities in a staff-developed scope of work;

Whereas, one response to RFP 911 was received and the Clean Energy Coalition (with partner Ecology Center) was the selected response for the services sought;

Whereas, the scope of work for the attached contract contains numerous tasks including but not limited to: PACE financing, revolving loan programs, community solar, energy benchmarking, and community engagement; and

Whereas, the Clean Energy Coalition received Contract Compliance approval on April 28, 2014, Living Wage approval on May 5, 2014, and Conflict of Interest approval on April 28, 2014.

RESOLVED, that City Council authorize a contract with the Clean Energy Coalition for an amount not -to-exceed \$85,000.00 for community climate and energy program work, and that the funds be made available without regard to fiscal year;

RESOLVED, that the Mayor and City Clerk be authorized and directed to sign the contract after approvals as to substance by the City Administrator and approval as to form by the City Attorney; and

RESOLVED, that the City Administrator be authorized to take the necessary administrative actions to implement this resolution.



Policy Number: 2014-18926

Date Entered: 06/23/2014

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Michigan League Insurance Project 1223 Turner Street Suite G-1 Lansing, MI 48906-4369	CONTACT NAME: <b>BEN WELLS</b> PHONE (A/C, No. Ext): (517) 487-5436 E-MAIL ADDRESS: <b>bwells@milhs.org</b>	FAX (A/C, No.): (517) 487-9362
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Clean Energy Coalition Cassandra Fletcher-Martin 924 North Main Street Suite 2 Ann Arbor, MI 48104	INSURER A: <b>ANI-RRG</b>	10023
		INSURER B: <b>Human Services Asso. Workers Comp. Fund</b>	
		INSURER C: <b>Endurance/SHSmith</b>	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		2014-18926	6/27/2014	6/27/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			2014-18926	6/27/2014	6/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			2014-18926-UMB	12/6/2014	6/27/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 S. I. R. \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	EWC 005397	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	PROFESSIONAL LIABILITY			SHS 10100148500	2/20/2014	2/20/2015	1MIL/1MIL 5,000 DEDUC

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
ANI-RRG IS ALLIANCE OF NONPROFITS FOR INSURANCE-RISK RETENTION GROUP

THE CERTIFICATE HOLDER NAMED BELOW IS AN ADDITIONAL INSURED ON COVERAGE A BY ENDORSEMENT AS FUNDER.  
CG 20260704

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF ANN ARBOR  
ATTN: ENERGY OFFICE/a2energy  
301 EAST HURON STREET  
ANN ARBOR, MI 48107-8647

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Ben Wells*

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ACORD 25 (2014/01)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

City of Ann Arbor

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**AGREEMENT BETWEEN  
CLEAN ENERGY COALITION  
AND THE CITY OF ANN ARBOR  
FOR PROFESSIONAL SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and Clean Energy Coalition ("Consultant") a Michigan non-profit organization with its address at 924 N. Main Street, Suite #2, Ann Arbor, MI 48104 agree as follows on this Friday of January, 2014 The Consultant agrees to provide professional services to the City under the following terms and conditions:

**I. DEFINITIONS**

"Administering Service Area/Unit" means Public Services – Systems Planning.

"Contract Administrator" means Jamie Kidwell, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

"Deliverables" means all Plans, Specifications, Reports, Recommendations, and other materials developed for or delivered to City by Consultant under this Agreement

"Project" means Community Climate and Energy Program.

**II. DURATION**

This Agreement shall become effective on January 5, 2015, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

**III. SERVICES**

- A. The Consultant agrees to provide professional services ("Services") in connection with the Project scope as described in Exhibit A. 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.
- B. Quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Consultant shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Consultant may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

**IV. COMPENSATION OF CONSULTANT**

- A. The Consultant shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, 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 \$85,000.
- B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.
- C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

## V. INSURANCE/INDEMNIFICATION

- A. The Consultant shall procure and maintain during the life of this contract, such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Consultant or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit C.
- B. Any insurance provider of Consultant shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Consultant 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 from any acts or omissions by the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

## VI. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. The Consultant is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## VII. WARRANTIES BY THE CONSULTANT

- A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Consultant warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Consultant warrants 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 and personal property taxes.

## VIII. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Consultant acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Consultant. The Contract Administrator shall give the Consultant



written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

#### **IX. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Consultant access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Consultant of any defects in the Services of which the Contract Administrator has actual notice.

#### **X. ASSIGNMENT**

- A. The Consultant shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Consultant shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

#### **XI. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONSULTANT, it shall be addressed and sent to:

Clean Energy Coalition  
924 N Main Street, Suite #2  
Ann Arbor, MI 48104  
Attn: Sean Reed

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
301 E. Huron  
Ann Arbor, Michigan 48107  
Attn: Matthew Naud

## **XII. CHOICE OF LAW**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

## **XIII. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **XIV. CONFLICT OF INTEREST**

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

## **XV. SEVERABILITY OF PROVISIONS**

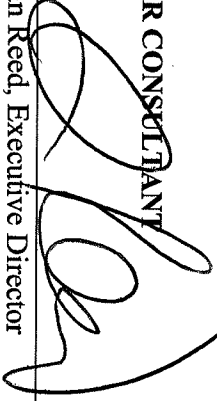
Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under

applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.


**XVI. EXTENT OF AGREEMENT**

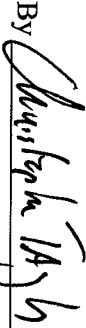
This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

**FOR CONSULTANT**

By   
Sean Reed, Executive Director  
Executive Director

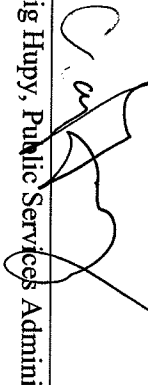
**FOR THE CITY OF ANN ARBOR**

By   
Steven D. Powers, City Administrator

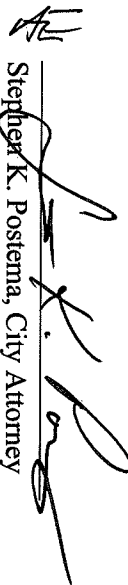
By   
Christopher Taylor, Mayor

By   
Jacqueline Beaudry, City Clerk

Approved as to substance

  
Craig Hupy, Public Services Administrator

Approved as to Form and Content

  
Stephen K. Postema, City Attorney

## EXHIBIT A

### SCOPE OF SERVICES

#### WORK PLAN

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

The City of Ann Arbor has been a leader in Michigan and beyond in developing and utilizing creative financing mechanisms to promote energy efficiency, particularly within the commercial sector. The initial uptake of Commercial Energy Revolving Loans (CERL) and successful sale of the first PACE bond in Michigan speak to the popularity of such programs. There now exists an opportunity to build on the success of the first phase of these programs and increase their impact to a wider sector of the community. Clean Energy Coalition would see to not only revive and streamline these programs but also seek other creative financing mechanisms to further promote energy efficiency throughout the community, with the ultimate goal of building a sustainable, long-term energy program that will help the City achieve its aggressive energy reduction and emissions reduction goals.

**Outcome 1: Sell at least one PACE bond annually, with a target pool of between \$500,000 and \$1,000,000, to support commercial energy efficiency investments**

*Description:* Building on lessons learned when previously administering PACE, Clean Energy Coalition will start by assessing the effectiveness of Ann Arbor PACE policy and documentation, identifying opportunities for improvement, and revising program materials accordingly. The success of PACE will depend on commercial property owners not only knowing about the program but also understanding its value and utility in improving their properties and reducing energy usage, which will be achieved through marketing and outreach efforts. Clean Energy Coalition will also solicit, manage, and review all program applications in consultation with relevant City departments. Once the PACE bond pool has been finalized and financing has been secured, Clean Energy Coalition staff will ensure proper execution and documentation of all projects by coordinating with program participants and City staff.

##### **Subtask 1.1 Revise PACE Program Policy, Procedures, & Associated Documents**

*Subtask Lead:* Project Lead

*Subtask Support:* Project Staff, Support Staff

*City Resources:* PACE Team (Treasurer, Attorney's Office, Assessor's Office, Energy Office)

*Subtask Activities:*

1. Review Ann Arbor PACE Report and associated documents, identifying strengths, weaknesses, and opportunities for improvement.
2. Draft revised program policies, promotional materials, and templates to simplify processes as applicable, while maintaining program integrity and quality, and obtain necessary approvals.
3. Obtain feedback from PACE team to ensure revised program policies and materials are acceptable.

##### **Subtask 1.2 Re-engage in Marketing and Outreach Campaign**

*Subtask Lead:* Project Lead

*Subtask Support:* Project Staff, Support Staff

*City Resources:* Energy Office, Assessor's Office

*Subtask Activities:*

1. Draft case studies and testimonials from Phase 1 participants, including documenting energy and cost savings as well as program experience. Testimonials from Phase 1 will lend credibility to the PACE story and help provide real-world examples of its benefits.
2. Reach out to property owners across the City via e-mail or telephone.
3. Deliver outreach events in conjunction with affiliated organizations to broaden the audience and identify potential participants in future PACE bond pools. Group presentations, workshops, and/or information sessions to publicize program and answer questions to many property owners at once will maximize staff time, in lieu of scheduling individual meetings with all property owners. Affiliated organizations may include:
  - a. Chamber of Commerce
  - b. Business area associations Main Street Area Association, State Street Area Association)
  - c. Ann Arbor SPARK
  - d. Washtenaw Area Apartment Association
  - e. Local banks' commercial customer base
4. Host a2energy/PACE-sponsored events, such as a contractor training event or property owner/business owner breakfast. This option will only be pursued if other efforts fail to generate significant interest, and/or if financial or in-kind sponsors can be identified.
5. Consider paid marketing including targeted print, electronic, billboard, and radio advertising, as budget allows.

### **Subtask 1.3 Solicit, Manage, & Review Program Applications**

*Subtask Lead:* Project Lead

*Subtask Support:* Project Staff, Support Staff

*City Resources:* PACE Team

*Subtask Activities:*

1. Distribute application materials (as revised as described in Subtask 1.1) to potential applicants. Where possible, rely on electronic distribution and completion of applications but make paper copies available as required.
2. Provide general program review of applications submitted to program. If more extensive levels of technical assistance required by applicants, consider instituting additional program fee (which could cover costs of providing audit management, project scoping, application form completion, rebate form assistance/completion, etc.)
3. Process application materials including any additional supporting financial and technical documentation.
4. Make recommendations to PACE Team for final selections for program participation.
5. Communicate and coordinate loan origination schedules and locations with program participants.
6. Ensure all required application fees are appropriately processed and recorded.

### **Subtask 1.4 Finalize PACE Loans and Work with Program Participants to Complete Successful Projects**

*Subtask Lead:* Project Lead

*Subtask Support:* Project Staff, Support Staff

*City Resources:* Treasurer's Office, Assessor's Office, Attorney's Office, Energy Office

*Subtask Activities:*

1. Provide assistance to City staff to secure financing.
2. Establish timing and internal procedures for annual special assessments; communicate schedule and terms to program participants.
3. Conduct loan closing meetings involving necessary City representatives as well as program participants.
4. Work with program participants to ensure all permits and inspections are complete.
5. Maintain regular communication with program participants during and after project completion to ensure schedules are met and documentation is complete
6. Facilitate distribution of funding to program participants when project completion documentation has been verified.
7. Establish regular reporting schedules and procedures for tracking ongoing energy use and reductions associated with the project work.

### **Outcome 2: Evaluate Phase I PACE and CERL energy data**

*Description:* In order to report on the impact of past energy programs and better explain their impact to future participants, Clean Energy Coalition staff will renew efforts to collect energy use data from PACE and CERL program participants. Once Phase 1 data has been collected, Clean Energy Coalition staff will analyze usage trends, including weather-sensitive factors such as degree days, to assess electricity and natural gas savings resulting from PACE and CERL investments. Project-specific usage and trends will be shared with each participant individually, and program-wide trends and results will be shared with all participants as well as used in marketing and reporting materials.

### **Subtask 2.1 Collect data from program participants**

*Subtask Lead:* Support Staff

*Subtask Support:* Project Staff, Project Lead

*City Resources:* Energy Office

*Subtask Activities:*

1. Contact Phase I PACE and CERL program participants to collect energy use data, remind them of their commitment to providing ongoing energy data since project implementation, and collect feedback on how the data might be useful to them.
2. Create structure for collecting and analyzing energy data from participants.
3. Identify opportunities to share analyzed data with program participants for their own benefit.

### **Subtask 2.2 Analyze and disseminate information**

*Subtask Lead:* Support Staff

*Subtask Support:* Project Lead, Project Staff

*City Resources:* Energy Office, Communications Office

*Subtask Activities:*

1. Calculate electricity and natural gas savings over time resulting from PACE and CERL investments.
2. Identify savings trends or average savings associated with project types and scopes.
3. Compile project-specific information for internal use and disseminate to each participant individually.

4. Compile program-wide (and across both programs) information for internal use and disseminate to all program participants.
5. Utilize compiled information in program marketing and outreach materials.
6. Share savings information with City Communications Office for use in publicity efforts, if desired.

**Outcome 3: Loan CERL funds (<\$35,000)**

*Description:* Clean Energy Coalition will undertake management of the CERL program with the intention of loaning out all available funds as soon as possible. While every effort will be made to expedite the program and loan disbursement, the timing and scale of this outcome may not be possible as outlined in the RFP. The loan program will be re-launched immediately, at least one loan will be disbursed by 6/2015, and efforts will continue thereafter to disburse the remainder of the funds.

**Subtask 3.1 Market/promote program**

*Subtask Lead:* Support Staff

*Subtask Support:* Project Staff

*City Resources:* Energy Office, Communications Office

*Subtask Activities:*

1. Promote availability of CERL program via a2energy.org, a2energy newsletters, and other City communication channels.
2. Reach out to area business and commercial property owners regarding CERL opportunity via direct email campaigns.
3. Expedite the process of re-launching the loan fund using existing loan materials, including application and guidelines.

**Subtask 3.2 Solicit, manage, and review applications**

*Subtask Lead:* Support Staff

*Subtask Support:* Project Staff

*City Resources:* Energy Office

*Subtask Activities:*

1. Distribute application materials to interested property owners.
2. Review completed applications and required documentation, in consultation with the City Energy Office as needed, as budget allows.
3. Notify applicants of their application status.

**Subtask 3.3 Distribute loan funds**

*Subtask Lead:* Support Staff

*Subtask Support:* Project Staff

*City Resources:* Energy Office, Attorney's Office, Treasurer's Office (if applicable)

*Subtask Activities:*

1. Distribute loan funds to successful applicants in accordance with existing program terms and conditions.

**Outcome 4: Redevelop CERL guidelines to expand eligibility and co-brand within broader a2energy initiatives**

*Description:* CERL was launched prior to the existence of a2energy, PACE, or the pending rental housing fund loan program; its scope and eligibility aligned with other similar programs at the time but could now be expanded and revised. There exists an opportunity to expand the audience to whom CERL is available and also to co-promote and co-brand the range of loan programs in one location.

**Subtask 4.1 Assist City staff with researching options to expand CERL eligibility beyond DDA**

*Subtask Lead:* Project Lead

*Subtask Support:* Project Staff, Support Staff

*City Resources:* Energy Office, Attorney's Office

*Subtask Activities:* Discuss and research opportunities to revise CERL eligibility and loan terms. Assist in efforts to streamline/simplify CERL loan process.

**Subtask 4.2 Promote full suite of loan programs via a2energy.org**

*Subtask Lead:* Support Staff

*Subtask Support:* Project Lead

*Subtask Activities:*

1. Utilize "<http://a2energy.org/commercial-savings>" section to promote and explain PACE, CERL, and new rental housing fund loan program.

**Outcome 5: Evaluate models for self-sustaining programs in the long run, including revised fee-setting and administrative cost establishment and other forms of fundraising**

*Description:* While PACE, CERL, and the rental housing loan programs represent excellent tools for reducing commercial energy use, all have started from one-time grants or injections of capital that are not necessarily sustainable in the long term. Clean Energy Coalition staff will research other financing structures and assess options for implementing new types of programs or new fee schedules.

**Subtask 5.1 Consider alternative financing structures for energy projects**

*Subtask Lead:* Project Lead

*Subtask Support:* Support Staff

*City Resources:* Energy Office, Treasurer's Office

*Subtask Activities:*

1. Research alternative energy financing programs.
2. Summarize best practices across other financing programs.
3. Present recommendations for additional programs for consideration by Energy Office.

**Subtask 5.2 Assess alternative fee structures for existing programs**

*Subtask Lead:* Project Lead

*Subtask Support:* Support Staff

*City Resources:* Energy Office, Treasurer's Office

*Subtask Activities:*

1. Review fees procured through Phase I of CERL, PACE; assess financial impact.
2. Research fee structures of similar programs elsewhere in the US and make best practice recommendations for consideration by the Energy Office.



## **B. Benchmarking Ordinance**

Since the March 2014 City Council approval of a resolution directing the Energy Commission to develop a commercial building energy benchmarking ordinance, a subcommittee has been meeting and working on this issue, with the goal of delivering a draft ordinance to Council by early 2015. Clean Energy Coalition staff will provide assistance to these efforts as feasible within the scope of this project budget, especially in areas that intersect with other efforts described here. Other outcomes, including providing technical assistance to property owners for compliance if the ordinance is adopted, could be achieved if additional funding became available during the current program year or if funding continues into future years.

### **Outcome 1: Assist in ordinance drafting**

*Description:* With efforts already underway for the creation of this ordinance, Clean Energy Coalition will provide as needed support to the City Staff and the Energy Commission to assist with ordinance implementation once it passes through City Council.

#### **Subtask 1.1 Provide technical assistance for ordinance implementation**

*Subtask Lead:* Project Staff

*City Resources:* Energy Office, Energy Commission

*Subtask Activities:*

1. Provide technical assistance as desired to City Staff and Energy Commission in implementing ordinance.

## **C. Community Solar**

### **Outcome 1: Advance the installation of a community solar project in Ann Arbor**

*Description:* Clean Energy Coalition will provide the necessary support to the City of Ann Arbor and DTE Energy to encourage the development of a large-scale PV installation with a community solar component.

#### **Subtask 1.1 Support the Installation of a Community Solar Project in Ann Arbor in**

##### **Partnership with DTE Energy**

*Subtask Lead:* Project Staff

*Subtask Support:* Support Staff, Project Lead, Program Consultants

*City Resources:* Energy Office

*Subtask Activities:*

1. Participate in and coordinate, as necessary, meetings between key City of Ann Arbor and DTE Energy staff.
2. Conduct community solar program research including evaluation of business models, as necessary.
3. Advocate for community solar program options with DTE Energy.
4. Market and implement community solar program in Ann Arbor. (This Subtask item is highly dependent on the utility's acceptance of the program and ability to move nimbly on this.)

#### **Outcome 2: Implement a residential solar aggregation program**

*Description:* Pending City interest in pursuing this approach to promoting solar locally, and dependent upon staff time incurred in Outcome 1 above, Clean Energy Coalition is ready to implement a residential solar aggregation program. Clean Energy Coalition has established a list of local partners needed to implement this project successfully in Ann Arbor, however formal agreements need to be put in place to finalize all arrangements and to begin official project implementation. Additionally, Clean Energy Coalition will develop and implement a targeted marketing and outreach strategy to secure program participants and to support participants through the entire process.

### **Subtask 2.1 Finalize Partner Relationships**

*Subtask Lead:* Project Staff

*Subtask Support:* Support Staff, Project Administrator, Project Lead

*City Resources:* Energy Office

*Subtask Activities:*

1. Incorporate City of Ann Arbor feedback on current program design.
2. Finalize agreements with all program partners. This will include the following: a solar distributor, a minimum of two solar installers, and a local bank to provide participant financing.

### **Subtask 2.2 Market and Implement Program**

*Subtask Lead:* Project Staff

*Subtask Support:* Support Staff, Project Lead

*Estimated Cost:* Energy Office, Communications Office

*Subtask Activities:*

1. Identify target audience.
2. Identify methods to effectively conduct community outreach and market program.
3. Set solar installation goals.
4. Implement identified marketing and outreach strategy.
5. Monitor and evaluate success of program, and continually adjust as budget allows.

### **Outcome 3: Offer assistance to other community solar projects underway in the community**

*Description:* Clean Energy Coalition is aware that grassroots efforts to implement community solar projects are already underway throughout the community. To the extent that the program budget allows, and in the interest of aligning “top-down” and “bottom-up” approaches across the city, Clean Energy Coalition staff are poised to provide technical assistance and guidance to these efforts.

### **Subtask 3.1 Provide technical support as feasible**

*Subtask Lead:* Project Staff

*Subtask Support:* Support Staff

*City Resources:* Energy Office

*Subtask Activities:*

1. Produce general FAQs document to share via [a2energy.org](http://a2energy.org) with community groups interested in pursuing solar to answer any basic questions, provide general assistance.

2. As time and budget allows, be available to attend community group meetings to answer questions or present ideas on independent community solar efforts.

#### **Task D. a2energy.org Support**

The a2energy brand that was developed during Clean Energy Coalition'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, which offers information as well as technical and financial tools to business owners, homeowners, and renters alike. Refreshing website content, publicizing its resources, and promoting new initiatives via the site will help increase website traffic which in turn increases the audience exposed to its messages of energy efficiency and renewable energy.

#### **Outcome 1: Update website and evaluate traffic and success of social and other forms of marketing**

*Description:* Clean Energy Coalition will reinstate efforts to keep a2energy.org content current and useful for site visitors. This will include updating information on the site as well as renewing efforts to promote site content and drive traffic to the site. As website and newsletter tactics are implemented, Clean Energy Coalition staff will also monitor site traffic and identify the activities that have the most impact in reaching the largest audience.

##### **Subtask 1.1 Refresh website content**

*Subtask Lead:* Project Support

*Subtask Support:* Project Lead

*Subtask Activities:*

1. Update content with current information, repair any broken links
2. Identify ongoing content source for "e-peeps" or develop alternative approach for featuring testimonials.

##### **Subtask 1.2 Re-establish a2energy newsletter and social media communications**

*Subtask Lead:* Project Support

*Subtask Support:* Project Lead

*City Resources:* Energy Office, Communications Office

*Subtask Activities:*

1. Generate editorial calendar
2. Promote newsletter signups via website, other communications
3. Sync newsletter schedule with other City communications activities; look for cross-promotional opportunities.
4. Research options for feeding newsletter content automatically to social media, or otherwise revitalizing a2energy/Energy Office accounts such as Facebook, Twitter, etc.

##### **Subtask 1.3 Review & monitor Google Analytics and other social media traffic metrics**

*Subtask Lead:* Support Staff

*City Resources:* Energy Office, Communications Office

*Subtask Activities:*

1. Review web traffic history since Phase 1 completion.

2. Report monthly on website traffic over the course of the year, tracking linkages to program and promotional activity.

**Outcome 2: Continue cultivation of a2energy Contractor Partners network**

*Description:* Local contractors represent a wealth of information on energy efficiency and renewable energy as well as connections to residents and business owners. Through the range of building energy programs Clean Energy Coalition has administered over time, energy users consistently express the desire for connections to well-qualified and trusted contractors. Expanding the Contractor Partner network will highlight the good work of existing contractors and encourage new potential customers to pursue energy efficiency retrofits.

**Subtask 2.1 Update and expand network**

*Subtask Lead:* Support Staff

*Subtask Support:* Project Lead

*Subtask Activities:*

1. Contact existing contractors and ensure information is accurate, update as necessary
2. Invite new contractors to join network

**Subtask 2.2 Feature contractors more prominently on a2energy.org**

*Subtask Lead:* Support Staff

*Subtask Activities:*

1. Include contractor testimonials similar to “e-peeps.”
2. Create banner graphics on a2energy.org that promote Contractor Partners

**Subtask 2.3 Publicize contractor partners at other city events**

*Subtask Lead:* Support Staff

*City Resources:* Communications Office

*Subtask Activities:*

1. Develop standard materials that feature partner logos to be used at tabling or other events.
2. Offer discounted or prime-location tabling opportunities to contractor partners at relevant city events.

**Outcome 3: Increase coordination with Michigan Saves**

*Description:* Michigan Saves offers attractive financing options to both homeowners and business owners. Through successful partnerships with local financial institutions as well as DTE Energy, interest rates on Michigan Saves loans have been decreasing over time but are not necessarily widely known. Expanding cross-promotional efforts between a2energy and Michigan Saves will help strengthen energy-related financial offerings in the state and drive additional energy efficiency work.

**Subtask 3.1 Invite more MI Saves contractors to become a2energy Contractor Partners**

*Subtask Lead:* Support Staff

*Subtask Activities:*

1. Send outreach materials regarding a2energy Contractor Partners to Michigan Saves Authorized Contractors list.

### **Subtask 3.2 Feature Michigan Saves financing more prominently on a2energy.org**

*Subtask Lead:* Support Staff

*Subtask Activities:* Collaborate with Michigan Saves staff to obtain most current information on available loan products and cross-promote new initiatives as they are developed. Include information in a2energy newsletters on Michigan Saves loan products and financing specials.

### **Outcome 4: Improve a2energy brand awareness and relation with community Climate**

#### **Action Plan efforts**

*Description:* a2energy is poised to be an excellent platform to promote new and ongoing activity affiliated with the Community Climate Partnership. Clean Energy Coalition staff will coordinate efforts with the Partnership's Engagement Priority Area to maximize both the existing awareness of a2energy for introducing people to climate efforts and the recent interest in climate efforts to remind people of the resources available via a2energy.org.

#### **Subtask 4.1 Align A2 Climate Partnership outreach efforts with a2energy.org**

*Subtask Lead:* Support Staff

*Subtask Activities:*

1. Work with Community Climate Partnership's Engagement Priority Team to brand efforts as associated with a2energy
2. Build out climate section of a2energy.org to better feature A2 Climate Partnership efforts and publicize community activities and opportunities for involvement.

### **Task E. A2 Climate Partnership**

**Outcome 1: 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 CAP progress**

*Description:* The Ecology Center first convened the Ann Arbor Community Climate Partnership in December 2013, with resources provided by national and local philanthropic sources. The Priority Teams of the Community Climate Partnership (i.e., Energy & Buildings, Land Use & Access, Resource Management, and Community & Health) 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 commercial & demolition waste and styrofoam, and developing community-based challenges (e.g., WorkPlace Charging Challenge for EV infrastructure or a neighborhood "green teams" contests help homeowners identify and invest in energy-saving opportunities).

#### **Subtask 1.1 Continue to convene Community Climate Partnership**

*Subtask Lead:* Ecology Center

*Subtask Activities:*

1. Continue convening planning meetings for Community Climate Partnership steering committee, priority teams, and related groups.
2. Serve as "project manager" for pro bono research and development initiatives conducted by Partnership leaders.

### **Subtask 1.2 Engage community members in Community Climate Partnership activities**

*Subtask Lead:* Ecology Center

*Subtask Activities:*

1. Organize community members and issue experts into “action teams” to make progress on prioritized CAP actions.
2. Identify points of community intervention to advance proposed initiatives; promote successes and leverage those to build momentum.

### **Subtask 1.3 Track progress of Climate Action Plan**

*Subtask Lead:* Ecology Center

*Subtask Activities:*

1. Identify metrics -- e.g. change in community participation in climate actions, per capita energy use, popularity of climate action brand, etc. -- for evaluating progress in implementing the Ann Arbor Climate Action Plan.
2. Evaluate success of Community Climate Partnership in advancing those goals.

### **Outcome 2: Increase awareness of community-led climate action**

*Description:* A variety of public events will allow us to increase the awareness of community-led climate action, from town halls to celebrations to public meetings. We will work with organizers and experts in each issue area of the Climate Action Plan to organize events that will most effectively promote their work and leverage public engagement for higher impact items.

#### **Subtask 2.1 Run public meetings**

*Subtask Lead:* Ecology Center

*Subtask Activities:*

1. Plan, promote, and organize at least two outreach events and opportunities in each of Ann Arbor’s five wards.
2. Reach out to city councilpersons in conjunction with each event.

#### **Subtask 2.2 Hold public events**

*Subtask Lead:* Ecology Center

*Subtask Activities:*

1. Hold public events around each of the action areas identified through the partnership.
2. Build awareness, recruit supporters, receive input, and celebrate progress in each of the action areas.

#### **Subtask 2.3 Host social media engagement events**

*Subtask Lead:* Ecology Center

*Subtask Activities:*

1. Employ creative on-the-ground tactics to increase awareness on social media, for example: promote National Plug-in Week at EV charging stations and ask plug-in drivers to post photos of their vehicles or dashboards to social networks with the hashtags “a2plugin” and “a2climate.”

**Outcome 3: Develop an online pledge program, education materials, videos, banners, and other tabling materials**

**Description:** To engage Ann Arbor residents and business people, tools such as an online pledge program, educational materials, and videos are needed for tabling at CCP events and popular events around town. The Ecology Center will work to develop these materials in a way that ties together existing brands and promotes the CCP.

### **Subtask 3.1 Develop materials associated with a2energy brand**

*Subtask Lead:* Ecology Center

*Subtask Activities:*

1. Incorporate a2energy branding and design style into materials developed to promote climate partnership.
2. Develop banner graphics and internal “ads” that can be used on a2energy.org to co-promote climate efforts and encourage participation.
3. Screen climate videos and share them via social media.

### **Subtask 3.2 Design online pledge program**

*Subtask Lead:* Ecology Center

*Subtask Activities:*

1. Design online pledge for climate activities.
2. Develop prizes to engage adults as well as children.

### **Subtask 3.3 Assemble tabling materials to promote pledge efforts**

*Subtask Lead:* Ecology Center

*Subtask Activities:*

1. Design banners that will draw attention.
2. Assemble tabling materials that will allow community members to share why climate action is important and what they do to reduce Ann Arbor’s climate footprint.

## **Task F: GHG Emissions Reductions**

### **Outcome 1: Demonstrate measurable impact of the City of Ann Arbor’s community**

#### **climate and energy programs by tracking greenhouse gas (GHG) emissions reductions**

**Description:** To help the City meet its long-term target of a 90 percent communitywide reduction in greenhouse gas emissions, Clean Energy Coalition will track and quantify GHG emissions reductions associated with each outcome of all Tasks (A-E).

#### **Subtask 1.1 Quantify GHG emissions reductions associated with outcomes**

*Subtask Lead:* Project Lead

*Subtask Support:* Support Staff, Ecology Center

*Subtask Activities:*

1. Quantify greenhouse gas (GHG) emissions reductions associated with each outcome of Tasks A-E to demonstrate measurable impact of projects.





and review program applications									
Subtask 1.4: Finalize PACE Loans and Work with Program Participants to Complete Successful Projects	36	\$3,720		18	6	12			
Outcome 2: Evaluate phase 1 PACE and CERL energy data	40	\$3,600	\$0	\$480	\$1,320	\$1,800	\$0		
Subtask 2.1: Collect data from program participants	14	\$1,280		2	4	8			
Subtask 2.2: Analyze and disseminate information	26	\$2,320		2	8	16			
Outcome 3: Loan available CERL funds	76	\$6,330	\$0	\$0	\$1,980	\$4,350	\$0		
Subtask 3.1: Market and promote program	34	\$2,690			4	30			
Subtask 3.2: Solicit, manage, and review applications	30	\$2,600			10	20			
Subtask 3.3: Distribute loan funds	12	\$1,040			4	8			
Outcome 4: Redevelop CERL guidelines to expand eligibility and co-brand within broader a2energy initiatives	12	\$1,150	\$0	\$480	\$220	\$450	\$0		
Subtask 4.1: Assist City staff with expanding CERL eligibility beyond DDA	6	\$610		2	2	2			
Subtask 4.2:	6	\$540		2		4			

Promote CERL via a2energy								
Outcome 5: Evaluate models for self-sustaining programs in the long run, including revised fee-setting and administrative cost establishment and other forms of fundraising								
Subtask 5.1: Consider alternative financing structures for energy projects	16	\$1,650		10		6		
Subtask 5.2: Assess alternative fee structures for existing programs	16	\$1,650		10		6		
<b>Task A Total</b>	<b>378</b>	<b>\$37,980</b>						
<b>Task B. Benchmarking Ordinance</b>	<b>Hours</b>	<b>Cost (\$)</b>	<b>Project Administrator</b>	<b>Project Lead</b>	<b>Project Staff</b>	<b>Support Staff</b>	<b>Ecology Center</b>	
Task Administration	0	\$0	\$0	\$0	\$0	\$0	\$0	
Outcome 1: Assist in development of ordinance and benchmarking								
Subtask 1.1: Provide assistance to City Staff and Energy Commission in determining ordinance and benchmarking characteristics	12	\$1,320	\$0	\$0	\$1,320	\$0	\$0	
<b>Task B Total</b>	<b>12</b>	<b>\$1,320</b>			12			
<b>Task C. Community</b>	<b>Hours</b>	<b>Cost (\$)</b>	<b>Project Administrator</b>	<b>Project Lead</b>	<b>Project Staff</b>	<b>Support Staff</b>	<b>Ecology Center</b>	

<b>Solar</b>									
Task									
Administration	10	\$1,500		\$1,500		\$0	\$0	\$0	\$0
	10	\$1,500		10					
<b>Outcome 1:</b> Advance the installation of a community solar project in Ann Arbor									
	28	\$2,790		\$0		\$720	\$1,320	\$750	\$0
<b>Subtask 1.1:</b> Support the Installation of a Community Solar Project in Ann Arbor in Partnership with DTE Energy									
	28	\$2,790				6	12	10	
<b>Outcome 2:</b> Implement a residential solar aggregation program									
	64	\$6,800		\$600		\$1,920	\$3,080	\$1,200	\$0
<b>Subtask 2.1:</b> Finalize partner relationships									
	26	\$2,940		4		6	12	4	
<b>Subtask 2.2:</b> Market and implement program outreach strategy									
	38	\$3,860				10	16	12	
<b>Outcome 3:</b> Offer assistance to other community solar projects underway in the community									
	12	\$1,180		\$0		\$0	\$880	\$300	\$0
<b>Subtask 3.1:</b> Provide technical support as feasible									
	12	\$1,180					8	4	
<b>Task C Total</b>	<b>114</b>	<b>\$12,270</b>							
<b>Task D.</b> a2energy.org Support									
	<b>Hours</b>	<b>Cost (\$)</b>	<b>Project Administrator</b>	<b>Project Lead</b>	<b>Project Staff</b>	<b>Support Staff</b>	<b>Ecology Center</b>		
Task Administration	6	\$900		\$0	\$0	\$0	\$0	\$0	
	6	\$900	6						

Outcome 1: Update website and evaluate traffic and success of social and other forms of marketing	52	\$3,660	\$0	\$960	\$0	\$2,700	\$0
Subtask 1.1: Refresh website content	22	\$1,830		4		18	
Subtask 1.2: Re-establish a2energy newsletter and social media communications	22	\$1,830		4		18	
Subtask 1.3: Review & monitor Google Analytics and other social media traffic metrics	8	\$600				8	
Outcome 2: Continue cultivation of a2energy Contractor Partners network	26	\$2,130	\$0	\$480	\$0	\$1,650	\$0
Subtask 2.1: Update and expand network	14	\$1,230		4		10	
Subtask 2.2 Feature contractors more prominently on a2energy.org	8	\$600				8	
Subtask 2.3 Publicize contractor partners at other city events	4	\$300				4	
Outcome 3: Increase coordination with Michigan Saves	8	\$600	\$0	\$0	\$0	\$600	\$0
Subtask 3.1 Invite more MI Saves contractors to become a2energy Contractor	4	\$300				4	

Partners								
Subtask 3.2 Feature Michigan Saves financing more prominently on a2energy.org	4	\$300					4	
Outcome 4: Improve a2energy brand awareness and relation with community Climate Action Plan efforts	8	\$600	\$0	\$0	\$0	\$600	\$0	
Subtask 4.1: Align A2 Climate Partnership outreach efforts with a2energy.org	8	\$600				8		
<b>Task D Total</b>	<b>100</b>	<b>\$7,890</b>						
<b>Task E. A2 Climate Partnership</b>	<b>Hours</b>	<b>Cost (\$)</b>	<b>Project Administrator</b>	<b>Project Lead</b>	<b>Project Staff</b>	<b>Support Staff</b>	<b>Ecology Center</b>	
Task Materials	0	\$200	\$0	\$0	\$0	\$0	\$200	
Outcome 1: 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 CAP progress	175	\$9,625	\$0	\$0	\$0	\$0	\$9,625	
Subtask 1.1: Continue to convene Community Climate Partnership		\$3,369					\$3,369	
Subtask 1.2: Engage community members in Community		\$3,369					\$3,369	

Climate Partnership activities									
Subtask 1.3: Track progress of Climate Action Plan		\$2,888							\$2,888
Outcome 2: Increase awareness of community-led climate action									
Subtask 2.1: Run public meetings	175	\$9,625	\$0	\$0	\$0	\$0	\$0	\$9,625	
Subtask 2.2: Hold public events		\$3,369						\$3,369	
Subtask 2.3: Host social media engagement events		\$2,888						\$2,888	
Outcome 3 Develop an online pledge program, education materials, videos, banners, and other tabling materials									
Subtask 3.1: Develop materials associated with a2energy brand	110	\$6,050	\$0	\$0	\$0	\$0	\$0	\$6,050	
Subtask 3.2: Design online pledge program		\$2,118						\$2,118	
Subtask 3.3: Assemble tabling materials to promote pledge efforts		\$2,118						\$2,118	
<b>Task E Total</b>	<b>460</b>	<b>\$25,500</b>							
<b>Project Totals</b>	<b>1,064</b>	<b>\$84,960</b>							

## EXHIBIT C

### INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:
  - Bodily Injury by Accident - \$500,000 each accident
  - Bodily Injury by Disease - \$500,000 each employee
  - Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:
  - \$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
  - \$2,000,000 Per Job General Aggregate
  - \$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under V.A.2 and V.A.3 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be

considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.



