

**AMENDMENT NUMBER 9 TO THE SERVICE CONTRACT FOR MUNICIPAL
RESOURCE RECOVERY SERVICES FOR THE CITY OF ANN ARBOR BETWEEN
RECYCLE ANN ARBOR AND THE CITY OF ANN ARBOR**

This Amendment Number 9 (“Amendment”) is to the agreement between the City of Ann Arbor, a Michigan municipal corporation, with offices at 301 East Huron Street, Ann Arbor, Michigan 48107 (“City”) and Recycle Ann Arbor, a Michigan corporation, with its address at P.O. Box 246, Dexter, Michigan 48130, (“Contractor”) for Municipal Recovery Services for the City of Ann Arbor, which is dated December 1, 2003, amended by Amendment #1 effective March 2, 2005, amended by Amendment #2 effective May 13, 2010, amended by Amendment #3 effective August 29, 2011, amended by Amendment #4 effective August 18, 2015, amended by Amendment #5 effective June 29, 2018, amended by Amendment #6 effective June 3, 2019, amended by Amendment #7 effective July 28, 2020, and amended by Amendment #8 effective June 30, 2021 (“Agreement”). City and Contractor hereby agree to amend the Agreement as follows:

- 1) ARTICLE III, TERM, is amended to read as follows:

The term of this Agreement shall be for two months. This Agreement shall commence on January 1, 2023, and terminate on February 28, 2023 (unless it is lawfully terminated earlier for breach or as provided for in this Agreement).

- 2) ATTACHMENT A, CITY OF ANN ARBOR MUNICIPAL RESOURCE RECOVERY SERVICES PERFORMANCE BASED COMPENSATION SCHEDULE, ARTICLE A-2 – DESIGNATED SERVICES COMPENSATION, PARAGRAPH C, COMPENSATION PER SERVICE UNIT, is amended to read as follows:

For this term of January 1, 2023, to February 28, 2023, the Contractor fee for the Fixed Cost Rate per Service Unit Scheduled Lift for Curbside and Curb Cart services under this Agreement shall be adjusted according to the following schedule:

January 1, 2023 to February 28, 2023: **\$12.01**

All terms, conditions, and provisions of the Agreement, unless specifically amended above, shall apply to this Amendment and are made a part of this Amendment as though expressly rewritten, incorporated, and included herein.

City and Contractor agree that for this Amendment and any documents related to the Agreement: 1) signatures may be delivered electronically in lieu of an original signature; 2) to treat electronic signatures as original signatures that bind them; and 3) signatures may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns. This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[SIGNATURE PAGE FOLLOWS]

**FOR CONTRACTOR:
RECYCLE ANN ARBOR**

By: _____

Name: _____

Title: _____

Date: _____

FOR THE CITY OF ANN ARBOR:

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance:

Milton Dohoney Jr., City Administrator

Brian Steglitz,
Interim Public Services Area Administrator

Approved as to form and content:

Atleen Kaur, City Attorney