

**AMENDMENT NUMBER 1
TO THE FIRST AMENDED AND RESTATED GENERAL SERVICES AGREEMENT
BETWEEN RECYCLE ANN ARBOR AND THE CITY OF ANN ARBOR
FOR OPERATION OF DROP-OFF STATION**

This Amendment Number 1 (“Amendment”) is to the First Amended and Restated General Services Agreement between the City of Ann Arbor, (“City”) and RECYCLE ANN ARBOR, (“Contractor”) for Operation of Drop-Off Station which is dated June 27, 2023 (“Agreement”). City and Contractor agree to amend the Agreement as follows:

1. Article II - Duration is amended to read as follows:

- A. This Agreement shall commence on January 1, 2025, and will be completed by December 31, 2025, unless terminated earlier as provided for in Article XII. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.
- B. Subject to the availability of funding, this Agreement may be extended by the City Administrator for one additional one-year period on the same terms and conditions except compensation may be adjusted once for inflation which shall be limited to the percentage change in the Consumer Price Index (CPI), including energy, for the previous contract year, or 3%, whichever is less and provided both parties agree to the extension. For the purposes of this Agreement, CPI is defined as the Midwest Region Consumer Price Index for Statistics (BLS), United States Department of Labor.

2. Article III - Services is amended to read as follows:

- A. The Contractor agrees to provide all services necessary to perform the operation of the City of Ann Arbor Drop-Off Station ("Services") and to furnish all materials, equipment and labor necessary and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of Exhibit A. Changes may be made to the quantities of service within the general scope of the Agreement at any time by written mutual agreement of the Parties.
- B. Contractor will provide unlimited, free recycling drop-off station access (waiving the entry fee) to all City of Ann Arbor residents who present an authorized City of Ann Arbor voucher, at the drop-off center located at 2950 E. Ellsworth Road, Ann Arbor, 48108. These vouchers will cover the entry fee for residential users and will provide for the free drop-off of items accepted under the entry fee, including paper, cardboard, plastics, metal, glass food and beverage containers, and up to three bags of textiles/used clothing. Items accepted under the entry fee may be modified from time to time by Contractor. Ann Arbor residents with a voucher may bring up to five banker boxes of paper to annual shredding events held at the drop-off center. The voucher program does not extend to commercial users and uses, including City of Ann Arbor residents disposing of commercial items. The details of the voucher program will be established by the City.
- C. The Contractor 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. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors.

D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) 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.

3. Article V - Compensation is amended to read as follows:

For the period January 1, 2025, through December 31, 2025, as compensation for services rendered, the City will pay to the Contractor \$11,133.57 per month, for an annual sum of \$133,602.84.

4. Exhibit A, *List of Acceptable Materials - Bulky Items*, is amended to remove the following item:

- Clean Concrete
 - Unpainted, unstained and free of large rebar

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.

[SIGNATURE PAGE FOLLOWS]

RECYCLE ANN ARBOR

By: _____
Name: Bryan Ukena
Title: CEO
Date: _____

CITY OF ANN ARBOR

By: _____
Name: Milton Dohoney Jr.
Title: City Administrator
Date: _____

Approved as to substance:

By: _____
Name: Sue McCormick
Title: Interim Public Services Area Administrator
Date: _____

Approved as to form:

By: _____
Name: Atleen Kaur
Title: City Attorney
Date: _____

(Signatures continue on following page)

CITY OF ANN ARBOR

By: _____

Name: _____

Title: Mayor

Date: _____

By: _____

Name: _____

Title: City Clerk

Date: _____