

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE ECOLOGY CENTER INC.
AND THE CITY OF ANN ARBOR
FOR RESOURCE RECOVERY OUTREACH, EDUCATION, ENGAGEMENT & MARKETING**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and The Ecology Center Inc. ("Contractor"), a Michigan non-profit corporation with its address at 339 East Liberty Street, Suite 300, Ann Arbor, Michigan 48104. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means Public Services Area.

Contract Administrator means Public Services Area Administrator, 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 and delivered to City by Contractor under this Agreement.

Project means Resource Recovery Outreach, Education, Engagement, and Marketing.

II. DURATION

This Agreement shall commence on the date written above, after execution by both parties ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor hereby agrees to provide Resource Recovery Outreach, Education, Engagement, and Marketing ("Services") in connection with the Project as described in Exhibit A – Scope of Services. 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 compensation 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 quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- 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.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of 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.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor 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 Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be 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-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, 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, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 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. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor 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.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E. The Contractor 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. Further Contractor agrees that the City shall have the right to set off any such debt against compensation awarded for Services under this Agreement.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor

and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor 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 Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor 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, Contractor 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 Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. 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. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- 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 Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor 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 Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

XIII. 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 below 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 CONTRACTOR, it shall be addressed and sent to:
Michael Garfield
339 E. Liberty Street, Ste. 300
Ann Arbor, Michigan 48103

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

City of Ann Arbor
Public Services Area Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to:
City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. 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.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor 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 Contractor 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 Contractor.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor 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.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to

another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. 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.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with all Appendices and Exhibits A, B, and C, constitutes the entire understanding between the City and the Contractor 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. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement 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.

XX. EFFECTIVE DATE

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.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR:

By _____
Type Name

Date: _____

FOR THE CITY OF ANN ARBOR:

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Date: _____

Approved as to substance:

Brian Steglitz, Interim Service Area Administrator

Milton Dohoney Jr., City Administrator

Approved as to form and content:

Atleen Kaur, City Attorney

EXHIBIT A

SCOPE OF SERVICES

I. DEFINITIONS

Community: The City of Ann Arbor has a diverse and dynamic community that includes residents of multi-family and single-family housing, K-12 and university students, commercial businesses, and visitors.

Priority Message: an action-oriented message tailored to a community-wide or target audience that will help to engage and educate the community, in addition to increase community awareness and understanding of resource recovery, proper disposal and the circular economy. Priority message topics include, but are not limited to: reducing consumption of single-use items, curbside cart placement and responsibilities, recycling best practices, the recycling process, what materials are acceptable for recycling, what is acceptable for composting, the purpose of compost, explaining how compost is made, and materials that are not acceptable in your trash.

Priority Audience: a defined group of individuals that represent the diversity within the Community. Priority audiences for marketing, outreach, and community events include, but are not limited to: non-English first language, underserved populations, multi-family housing, commercial businesses, transient populations (such as students, renters, and landlords).

Resource Recovery: the process of recovering materials or energy from solid waste for reuse. See 42 U.S.C. 82 § 6903(22). Goals for resource recovery include reducing consumption and waste generation and increasing community awareness and understanding of the circular economy.

Commercial Sector: nonmanufacturing business establishments such as restaurants, retail establishments, and offices.

Multi-family housing: a building or structure that is designed to house two (2) or more different households in separate housing units. Multi-family housing may include duplexes, triplexes, townhouses, multi-story and high-rise apartment buildings and condominiums.

Underserved communities: a segment of the community that has traditionally faced health, financial, educational, and housing disparities.

Social-Based Marketing: a “process that applies marketing principles and techniques to create, communicate and deliver value in order to influence target audience behaviors that benefit society (public health, safety, the environment, and communities) as well as the target audience.” (Kotler, Lee, & Rothschild, 2006 cited in Kotler & Lee, 2008).

II. OBJECTIVES AND GOALS

OBJECTIVE

To provide education, outreach, engagement, and social-based marketing to the Community around trash, recycle, compost, reuse and circular economy programs and services that support the City's progress toward its Resource Recovery goals. Efforts will be designed to reach people of all abilities, ages and stages of life, income, races, cultures and ethnicities that live, work and play in Ann Arbor.

OVERARCHING PRIMARY GOALS FOR RESOURCE RECOVERY

The City has three primary goals for its Resource Recovery programs as outlined and supported in both the Solid Waste Resource Management Plan (SWRMP) and the A2Zero Climate Neutrality Plan. The goals listed below are a summary of the more specific targets and measures outlined in those plans.

1. Increase the recycling rate in the commercial sector.
2. Move towards a more circular economy reducing waste generated.
3. Raise community awareness about appropriate handling of recyclable, compostable, and trash materials to influence behavior change.

III. WORK TO BE PERFORMED

CONTRACTOR RESPONSIBILITIES

- Contractor shall provide all the supervision, materials, equipment, documentation, labor and all other items necessary to complete work in accordance with the Contract Documents, and as outlined below.
- Contractor's Education Director, Communications Director, and Education Program Coordinator shall meet with City representatives monthly (virtually or in person) in order to assess progress for each work area, review upcoming events, set deadlines, and discuss any issues.
- Contractor's Education Director, Communications Director, and Education Program Coordinator shall meet with City representatives semi-annually (virtually or in person), in July and January every year in order to discuss strategy, direction, and goals for the next 6-month period.
- Contractor shall get written approval from the City before presenting any marketing and educational materials to the public.
- Contractor shall provide an annual executive summary report of the program, describing the year's accomplishments for each work area and goals for the next year. This report shall be submitted to the City every 12 months, beginning 12 months from the date that this Agreement is signed.

- Contractor shall communicate on project progress, report any issues to the City promptly, and respond to City requests in a timely fashion.

CITY RESPONSIBILITIES

- City will review Contractor's submitted materials in a timely fashion.
- City will participate in the monthly meetings (virtually or in person) in order to assess progress for each work area, review upcoming events, set deadlines, and discuss any issues.
- City will participate in the semi-annual meetings (virtually or in person), in July and January every year in order to discuss strategy, direction, and goals for the next 6-month period.
- City will support Contractor in engaging the local community and businesses in the work areas as specified in this Agreement.
- City, as it is able to, will provide Contractor with any areas of concern and data in the City's possession, as identified in the work area tasks, to assist Contractor in completing the work specified in this Agreement.

CONDITIONS

- Contractor shall assume all risk and responsibility, and shall complete the work specified in this Agreement in and under whatever conditions it may encounter or create without extra cost to the City.
- All applicable Federal and State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Agreement throughout, and the same as though herein written out in full.
- All work specified in this Agreement shall be completed by Contractor's paid employees (not volunteers).

AREAS OF WORK

Contractor work shall be divided into the following major work areas. Specific duties and deliverables are defined for each work area in the sections that follow.

- Community-Based Social Marketing.
- Commercial Sector Education.
- Education and Outreach at Community Events.
- Multi-family Education and Outreach.
- Youth Education.

COMMUNITY-BASED SOCIAL MARKETING

OVERVIEW

The City of Ann Arbor Solid Waste Resources Management Plan (SWRMP) includes the following education recommendation:

E.2. Procure a marketing and advertising firm with behavior change and community-based social marketing qualifications and experience to develop and implement a comprehensive outreach campaign and strategy. The strategy will include:

- *Audience identification*
- *Message development*
- *Media type and frequency*
- *Branding and creative development*
- *Rollout strategy and cost*

Contractor shall develop a comprehensive community-based social marketing outreach campaign and strategy that will achieve the E.2 recommendations of the SWRMP and:

- 1) Generate effective and engaging messaging for community members;
- 2) Provide consistency in message, emphasis, and look and feel; and
- 3) Evaluate a range of options for media type and frequency.

Contractor shall convene and lead a community-based process with multiple community stakeholders that seeks feedback, reaction, and consensus for the eventual strategy. The process will use tools and techniques that allow for an equitable engagement process, emphasizing inclusivity and allowing diverse views and perspectives to be heard.

The groups defined in *Appendix II: Marketing Strategy Development and Deployment* will be convened at different times and for different goals throughout the process as the strategy is developed.

PROGRAM DELIVERABLES

- Contractor shall produce a written community-based social marketing outreach campaign and strategy within a year that includes audience identification; message development; media type and frequency for advertising; brand identity including cohesive look and feel for future collateral; creative development and rollout strategy that defines future tasks, implementation steps, and costs.

COMMERCIAL SECTOR EDUCATION

OVERVIEW

- Contractor will prepare and deliver a business outreach program that focuses on priority messages about reducing waste, recycling, composting, and contributing to the circular economy.
- The business outreach program will pilot a hands-on approach to educating businesses in the City of Ann Arbor and provide a process and avenues for broadly disseminating solid waste outreach to the commercial sector industry.

PILOT PROGRAM SET-UP

- Contractor will work with the City to identify and select a group of 9-18 businesses for the pilot program, and shall consider:
 - Demographics;
 - Industry type (e.g. restaurants, retail establishments, offices);
 - Business size (e.g. square footage, staffing levels); and
 - Geographic distribution.
- Contractor will recommend pilot participants based on guidance from the City. Contractor shall obtain written approval of the final participant selection from the City.
- Contractor will invite business leaders (and where appropriate building owners/managers or associations) to participate in the pilot. Contractor will make clear that business participation is voluntary. Contractor will highlight the following benefits of the pilot program:
 - No program participation fee or other direct cost to the business;
 - Potential for business to save money in solid waste costs;
 - Opportunity to help the City test and evaluate an initiative to better support solid waste services for commercial businesses; and
 - Ability to contribute toward the community's Solid Waste Resource Master Plan (SWRMP) and A2 Zero goals by producing less trash and recovering more materials.
- Contractor shall research and design a comprehensive set of activities for the pilot program, tailored for the identified Ann Arbor commercial business sectors, including but not limited to:
 - Standardized steps and facilitator's protocols for engaging with businesses;
 - Visual estimation methodology and data worksheet for recording results of the Pre and Post Consultation Waste Assessments;
 - Business Walkthrough, using a checklist to identify current features, existing practices, specific challenges and opportunities;
 - Presentation slides, collection guides, signage, and other materials for Waste Consultation;
 - An interview/survey to assess the impact and advice for reaching more businesses in their networks; and

- Best-practices guides for solid waste management within the identified commercial sector industry types.

PILOT PROGRAM EXECUTION

- Contractor shall execute the pilot for each of the included businesses in accordance with *Appendix III: Commercial Sector Pilot Methodology*.
- Contractor will prepare for City to review media posts and briefs to promote the program and share accomplishments with businesses and the general public. Contractor shall obtain written approval from City of posts and briefs prior to Contractor sharing promotional materials with media, stakeholders, and the general public.
- Contractor will prepare a one-page summary of program outcomes to share with businesses. A copy of this summary will be provided to the City as well.

BROAD-SCALE IMPLEMENTATION

- Contractor shall prepare a written final report on pilot program activities, businesses served including demographics, observations and outcomes, recommendations for launching the program at a broad-scale, and estimated impacts around the City's resource recovery goals. Broad-scale implementation recommendations shall include, at a minimum:
 - The appropriate number of businesses to be engaged per year, to be decided by the City (this number shall be a minimum of 30 businesses, but no more than 48 businesses);
 - Identifying whether revisions to program materials and methodology (*Appendix III*) will be needed; and
 - Tools to assess impact of program when deployed at full scale.
- Upon review and approval from the City of Ann Arbor, Contractor shall prepare for broad-scale implementation, including but not limited to:
 - Identify the businesses to be engaged;
 - Update program materials, as needed; and
 - Revise the methodology, as needed.
- Contractor shall execute the broad-scale implementation following the updated and City-approved methodology.

PROGRAM DELIVERABLES

- Contractor shall provide all written materials developed as part of the work described above including but not limited to pilot program materials, materials for broad-scale implementation, and pilot program final report.

EDUCATION AND OUTREACH AT COMMUNITY EVENTS

OVERVIEW

- Contractor shall engage in personal interactions and programming with specific groups and audiences to allow for personalization and flexibility.
- Contractor shall provide messaging and information sharing to encourage use of programs and services.
- Contractor shall capitalize on opportunities to reach people where they are, utilizing regularly scheduled meetings of existing groups where practicable to include a variety of in-person and digital mediums.

EVENT FORMAT

- Contractor will connect with Priority Audiences around Priority Message topics at pre-planned meetings, gatherings, and events. Engagement opportunities with the community may include such activities as:
 - Educational presentations to a defined audience;
 - Tabling; and
 - Door-to-door campaigns.
- Events will be defined as short (1 hour or less) or long (more than 1 hour, and up to 4 hours of contact time with the public).
- All community events include the expectation of two or more Contractor representatives present at the event and directly participating in the educational activities.
- Contractor shall participate in at least two events (that are open to the public) per year, to be decided in advance with the City.
- Contractor shall take an active role in preparing for the events, and take responsibility for coordination of specific elements both before, during, and after the events.
- All planned activities and presentation materials shall require written approval of the City at least 24 hours prior to the community event.

EDUCATIONAL MATERIALS

- Contractor shall design, construct, and/or procure a physical demonstration and display model meeting the below guiding parameters to be used for in-person community events that will serve as a useful educational tool to teach the public about reducing trash, recycling, composting, and the circular economy.
- Contractor will provide a proof or model of the final physical demonstration model to the City for written approval prior to spending any funds on acquiring the model. Failure to obtain written approval from the City of final physical demonstration model design and concept will result in no payment by the City for the model.

- Guiding parameters for the physical demonstration and display model include:
 - Portable;
 - Durable;
 - Compatible for both tabling and audience presentations;
 - Eye-catching and visually interesting;
 - Informative; and
 - Engaging and interactive for a broad age range, including youth and adults.

MULTI-FAMILY EDUCATION AND OUTREACH

OVERVIEW

- Contractor shall prepare and deliver a solid waste outreach program and facilitate resident-led action to address priority waste issues at four low-income, multi-family properties in the City of Ann Arbor.
- Contractor’s multi-family outreach program will leverage existing relationships within the multi-family community to disseminate solid waste information and produce materials and methods for further outreach and sustained multi-family housing education.

OUTREACH SET-UP

- Contractor shall meet with the Community Action Network (CAN) to plan program logistics and become familiar with the community sites.
- Contractor shall prepare outreach materials with City approval, including but not limited to:
 - Visual estimation methodology and data worksheet for recording results of pre and post outreach waste assessments;
 - Facilitator’s protocols and presentation materials for engaging with residents;
 - Take-home information sheet for residents;
 - Waste audit learning activity sheets;
 - Hands-on audit equipment for resident learning activity; and
 - Action-planning template.

OUTREACH EXECUTION

- Contractor shall partner with the Community Action Network (CAN) to deliver a waste education program as part of CAN’s established year-round youth enrichment program, beginning in July 2022 and ending June 2023.
- Contractor shall execute the outreach program activities with five groups in accordance with *Appendix IV: Multi-Family Housing Outreach Methodology*.

- Contractor shall prepare a one-page summary of program outcomes to share with multi-family housing property owners and residents. Contractor shall provide a copy of this summary to the City as well.

SUSTAINED IMPLEMENTATION

- Contractor shall prepare a final written report to the City on program activities, properties served including demographics, observations and outcomes, recommendations for further outreach, and estimated impact around the city's resource recovery goals. Recommendations for further outreach shall include, at a minimum:
 - The appropriate number of multi-family properties to be engaged per year;
 - Identify whether revisions to the program methods or materials (*Appendix IV*) will be needed;
 - Identify other multi-family housing properties in the City of Ann Arbor with appropriate features for implementing this approach to outreach; and
 - Suggest a process for maintaining education in multi-family communities that have participated in the outreach program.
- Upon review and agreement with the City of Ann Arbor, contractor shall prepare for sustained implementation including, at a minimum:
 - Identify the properties to be engaged;
 - Update program materials, as needed; and
 - Revise the methodology, as needed.
- Contractor shall execute the sustained implementation following the updated and city-approved methodology.

PROGRAM DELIVERABLES

- Contractor shall share all written materials with the City developed as part of the work described above including but not limited to outreach materials, sustained education materials, and annual program reports.

YOUTH EDUCATION

OVERVIEW

- Contractor shall prepare and deliver informative and engaging youth education programs that focus on priority messages about reducing waste, recycling, composting, and the circular economy.
 - Contractor's youth education programs shall include a second-grade field trip to the Freeman Center and a seventh-grade field trip to Ann Arbor's Resource Recovery Station on Platt Road.
 - Contractor's youth education programs will follow the established Ann Arbor Public Schools (AAPS) environmental education field trip format. Each full day field trip is designed for a single class and includes small-group activities.
 - Contractor's second-grade and seventh-grade programs shall be a half-day experience, paired with a Freeman Center staff-led learning experience for the other half of the school day.
 - Contractor shall comply with all AAPS policies and procedures.
 - Contractor shall perform a background check, at its expense, for any staff whose job responsibilities involve direct contact with children (youth under the age of 18). Contractor's employees must successfully pass this background check before assignment to these Youth Education programs. Any employee who fail this background check shall not be assigned or continue to be assigned to any City activities.

YOUTH EDUCATION SET-UP

- Contractor will meet with Freeman Center staff in order to plan activity materials, equipment storage, and field trip logistics. Contractor shall share all planned activities and logistics with the City for approval prior to executing programs.
- Contractor shall meet with the City to establish guidelines for safe access to the Resource Recovery Station and procedures for communicating about tours.
 - Contractor shall draft an outline describing the tour itinerary and submit this outline to the City for approval.
- Contractor will research, design, and revise education materials, including but not limited to:
 - Pre-visit forms;
 - Facilitator protocols;
 - Tour scripts;
 - Demonstration and hands-on learning materials;
 - Take-home item for families;

- Post-visit classroom activity; and
 - Program assessment tools.
- Contractor shall review education plans and assessment tools with the City for feedback and approval prior to delivering programs.

YOUTH EDUCATION EXECUTION

- Contractor shall partner with the Freeman Center to deliver the second-grade and seventh-grade youth education programs as part of the Ann Arbor Public School Environmental Education program.
- Contractor shall deliver youth education programs to all Ann Arbor Public School second-grade and seventh-grade classes beginning in the 2022-23 school year and for each following school year for the duration of this Agreement.
- Contractor shall execute this youth education program in accordance with *Appendix V: Youth Education Methodology*.

SECOND-GRADE FIELD TRIP ACTIVITIES

- Contractor shall coordinate with Freeman Center staff to establish a schedule for delivery of workshops and to reschedule programs as necessary throughout the school year.
- Contractor shall coordinate with Freeman Center staff to schedule buses for student transportation to the Freeman Center.
- Contractor shall provide a pre-visit information sheet to teachers so they will know what to expect from the program and what they can do to prepare their students.
- On the day of the field trip, Contractor's staff shall arrive at the Freeman Center at least one hour in advance of student arrival to set-up activities.
- Contractor staff shall facilitate a series of activities where students will learn about material cycles and the benefits and methods for reducing waste. Contractor will ask the students to work in small groups and rotate through a variety of hands-on and problem-solving activity stations.
- As students engage in the learning activities, Contractor will ask them to demonstrate their understanding of waste topics.
- Toward the end of the field trip, Contractor will ask the classroom teacher and any adult assistant(s) to complete evaluation forms.
- Contractor will ask the students to leave with a take-home item designed to help them share the information they have learned with family members.
- After students depart, Contractor's staff will remain at the Freeman Center to clean and store equipment, and to review teacher feedback.

- Contractor shall share the evaluation forms and teacher feedback with the City.

SEVENTH-GRADE FIELD TRIP ACTIVITIES

- Contractor shall coordinate with Freeman Center staff to establish a schedule for delivery of tours and to reschedule programs as necessary throughout the school year.
- Contractor shall coordinate with Freeman Center staff to schedule buses for student transportation to the Resource Recovery Station.
- Contractor will take students on a bus tour of the Resource Recovery Station. The tour will include stopping at the Compost Site, getting out of the bus at specified points to note features and to do brief activities.
- Ecology Center shall confirm the dates and times for planned programs with the City and its current contracted partners (WeCare Denali LLC and Recycle Ann Arbor) to ensure that facilities operators are aware of times when visitors will be onsite.
- Contractor will give teachers a pre-visit information sheet so they will know what to expect from the program and what they can do to prepare students.
- On the day of the field trip, Contractor's staff will arrive at The Ann Arbor Resource Recovery Station on Platt Road at least one hour in advance of student arrival to ensure materials are prepared and the site is accessible.
- Contractor's staff will welcome students at the closed landfills (inside Platt Rd entrance) and lead outdoor activities on Ann Arbor's landfill history, the climate-waste connection, and the circular economy.
- At the end of the field trip, Contractor will ask each student to complete a brief survey/exit ticket.
- Toward the end of the field trip, Contractor will ask the classroom teacher and any adult assistant(s) to complete evaluation forms.
- Contractor will give Teachers a follow-up activity that they can do with students back in their classroom.
- After students depart, Contractor's staff will clean and store materials and review teacher feedback.
- Contractor shall share the teacher feedback with the City.

DEVELOPMENT ACTIVITIES FOR BOTH 2ND AND 7TH GRADE FIELD TRIPS

- Development for both field trips shall be completed by Contractor and reviewed by the City by September 2022 (the start of the school year).
- Contractor shall work with Freeman Center staff to plan activity materials, equipment storage at the Freeman Center, and field trip logistics.

- Contractor shall meet with the City and its current contracted partners to establish guidelines for safe access to the Resource Recovery Station and procedures for communicating about tours.
- Contractor shall research, design, and revise education materials, including: pre-visit forms, facilitator protocols, tour scripts, demonstration materials hands-on learning materials, activity stations at Freeman Center, activity sheets, presentation slides/images, take-home item for families, post-visit classroom activity.
- Contractor shall design program assessment tools.
- Contractor shall review education plans and assessment tools with the City for feedback prior to delivering programs.
- Contractor shall construct or purchase demonstration and learning materials, safety equipment, and printed resources.
- Contractor shall provide a proof or model of the final physical demonstration model to the City for written approval prior to spending any funds on acquiring the model. Failure to obtain written approval from the City of final physical demonstration model design and concept will result in no payment by the City for the model.

ASSESSMENT ACTIVITIES

- Contractor shall compile and analyze data from student activities and surveys.
- Contractor shall prepare a Microsoft Excel spreadsheet with a summary of the evaluation feedback from teachers.
- Contractor shall prepare a final report to the City to be delivered in June of each year.

PROGRAM DELIVERABLES

- Contractor shall prepare a written report on activities, students and schools served, and learning outcomes.
- Contractor shall develop a set of education plans that are tailored to Ann Arbor's resource recovery systems and appropriate for early elementary and middle grade youth.
- Contractor shall share all written materials with the City developed as part of the work described above, including but not limited to education materials and program reports.

ADDITIONAL RESOURCES

Contractor shall be available to work with the City on additional services, negotiated as needed or may arise throughout the contract year on an hourly basis per the attached fee schedule.

APPENDIX II: MARKETING STRATEGY DEVELOPMENT AND DEPLOYMENT

COMMUNITY-BASED SOCIAL MARKETING STRATEGY TIMELINE

Month 1	Community engagement recruiting & session planning
Month 2	Priority audience meetings 1 & 2
Month 3 - 4	Work with content experts and EC comms planning, designing, development
Month 5	Priority audience meeting 3, engage Community Champions, finalize and plan implementation/amplification strategy
Month 6-9	Implementation phase 2: Content development/design and ongoing through remaining campaign contract
Month 10-23	Campaign launches: monthly promotional marketing initiatives over a 12-month timeframe
Month 24	Reassess, refresh campaign, and plan for the next 12 months

ENGAGING STAKEHOLDERS

Contractor shall engage stakeholders in three groups:

- (1) Technical Committee;
- (2) Priority Audience focus groups; and
- (3) Community Champions.

Each tier will play a unique role in developing the A2 social-based marketing campaign

1. TECHNICAL COMMITTEE.

Contractor shall engage with the Technical Committee first. Technical Committee members will include 5-10 content experts, including service providers from:

- Recycle Ann Arbor;
- WeCare Denali LLC;
- City of Ann Arbor Public Works staff;
- Commercial waste franchise hauler;
- End market processors; and
- Local zero waste experts.

OBJECTIVES

- To use technical and subject matter expertise of members to ensure materials are accurate and consistently messaged.
- To build necessary buy-in for successful implementation.
- The technical committee will:
 - Provide feedback and technical insight on developed marketing materials; and
 - Attend 1-3 meetings throughout the process, either virtually or in-person.

2. PRIORITY AUDIENCE FOCUS GROUPS

Priority audience focus groups will include up to 10 participants that broadly represent the diversity within the Community, including at least one representative of each of the following:

- Non-English first language;
- Traditionally underserved populations;
- Multi-family housing;
- Commercial businesses; and
- Transient populations – such as students, renters, and landlords.

OBJECTIVES

- To understand user experiences, knowledge and understanding of solid waste services.
- To understand barriers and motivations to participation.
- Focus groups will:
 - Help define the obstacles to recycling and composting from the viewpoints of the focus group participants. Includes overall participation in programs and services as well as compliance with service guidelines;
 - Provide feedback on imagery and messaging, indicating what resonates as solid waste service recipients;
 - Share information about which outreach, communication, and marketing channels they are most likely to utilize or access; and
 - Attend 1-3 meetings throughout the process, either virtually or in-person.

3. **COMMUNITY CHAMPIONS.**

Community Champions are a group of at least 10 individuals who are members of the Ann Arbor community and who are already actively engaged in issues around recycle, trash and compost. Members will be solicited with an interest survey and may include, but are not limited to:

- Volunteers;
- Neighborhood ambassadors; and
- Environmental allies.

OBJECTIVES

- To share campaign, goals, messages and objectives to increase reach of campaign.
- To gain broad-based community support & engagement for the social marketing campaign.
- Community Champions will:
 - Amplify the social marketing campaign in their respective local micro-communities through use of social media toolkits and educational resources; and
 - Attend 1-3 meetings, either virtually or in-person.

COMMUNITY-BASED SOCIAL MARKETING STRATEGY DEVELOPMENT

ACTIVITIES

1. Contractor shall identify, engage, and recruit community members for the three groups described above within 6 weeks of project commencement as identified in *Appendix I: Summary Timeline*.
2. Contractor shall plan strategy development sessions to reach desired outcomes.
3. Contractor shall hold Priority Audience Focus Groups for market research.
 - a. Contractor shall develop all agendas and activities for all stakeholder meetings to best reach desired outcomes, meeting preparation and execution, meeting debriefing and synthesizing.
4. Contractor shall consult with the content experts.
5. Contractor shall develop a system/protocol for recurring communication with service providers.
6. Contractor shall synthesize and summarize community input.
 - a. Contractor shall give this summary of the community input to City.

7. Contractor shall develop solutions to community barriers alongside content experts.
8. Contractor shall create initial campaign messaging and branding.
9. Contractor shall seek input from all three groups for initial campaign messaging and branding.
10. Contractor shall engage Community Champions in rollout strategy and implementation.
11. Contractor shall create amplification plan and commitments.
12. Contractor shall write the Phase 2 budget with a menu of marketing options.
13. Contractor shall compile and assess input from the priority audience focus groups.
 - a. Contractor shall provide a summary of this input to the City.

COMMUNITY-BASED SOCIAL MARKETING CAMPAIGN DEPLOYMENT

ACTIVITIES

Once all inputs have been gathered and synthesized, Contractor shall proceed with development and finalizing of the community-based social marketing strategy, including, but not limited to:

1. Brand development to be used as a consistent thread throughout all campaign materials and resources. Brand development includes, but is not limited to:
 - a. Identity: the look and feel, logo, colors, design, typography;
 - b. Positioning statement; and
 - c. Messaging.
2. Campaign strategy and budgeting. This includes, but is not limited to:
 - a. A plan for communications channels including social media, local TV, radio, video, print, and advertising; and
 - b. Refine the budget for marketing campaign activities.
3. Content Development. This includes, but is not limited to:
 - a. Oversight and execution of campaign content - writing, design, videography, photography, social media, and advertising strategy.
4. Marketing Campaign Calendar:
 - a. An annual monthly and/or quarterly plan that spreads marketing activities throughout the year in order to continually engage the Ann Arbor Community.

APPENDIX III: COMMERCIAL SECTOR PILOT METHODOLOGY

PILOT PROGRAM ACTIVITIES

- Contractor shall schedule time with business leadership (owner, manager, and/or key staff) for a Pre-Consultation Waste Assessment and Business Walkthrough.
- Contractor shall perform a Pre-Consultation Waste Assessment:
 - Contractor shall visually check how full solid waste containers are (trash, recycle, and if available, compost);
 - Contractor shall visually estimate the proportion of recycling (and compost, if applicable) that is contamination; and
 - Contractor shall identify and note significant types of contamination observed in recycling (and compost, if applicable).
- Contractor shall conduct a Business Walkthrough, using a checklist to identify:
 - Current features;
 - Existing practices;
 - Specific challenges; and
 - Specific opportunities for process improvement.
- Contractor shall use findings and data from the Pre-Consultation Waste Assessment and Business Walkthrough to identify recommendations for the business to:
 - Reduce contamination in recycling (and compost, if applicable);
 - Improve the internal system for collecting and managing waste; and
 - Other relevant recommendations for improving diversion and resource recovery.
- Contractor shall tailor educational materials to include business-specific recommendations.
- Contractor shall schedule and perform a follow-up visit with business leadership (owner, manager, and/or key staff) to share identified recommendations and help set-up improvements to the business' internal system for collecting waste.
- Contractor shall schedule and perform a waste consultation with staff, emphasizing and demonstrating how to use the improved internal system to reduce, collect, separate, and appropriately dispose of waste items. This may require multiple visits to accommodate a business' employee shift schedule.
- Within 12 weeks of the waste consultation, Contractor shall schedule and perform a follow-up interview/survey with business leadership using a post-consultation worksheet.
- Contractor shall perform a Post-Consultation Waste Assessment that includes, but is not limited to:
 - Visually check how full solid waste containers are (trash, recycle and if available compost);
 - Visually estimate the proportion of recycling (and compost, if applicable) that is contamination; and
 - Identify and note significant types of contamination observed in recycling (and compost, if applicable).
- Contractor shall analyze data from assessments and interviews.
 - Contractor shall summarize results of this analysis and submit to the City.

APPENDIX IV: MULTI-FAMILY HOUSING OUTREACH METHODOLOGY

OUTREACH PROGRAM ACTIVITIES

- Contractor shall Schedule times with the Community Action Network (CAN) to attend four of their five summer camp program sites and after-school enrichment programs, held at the Hikone, Bryant, Creekside Court, and Arrowood Court Community Centers.
- Contractor shall perform a Pre-Outreach Waste Assessment at each multi-family property that includes, but is not limited to:
 - Visually check how full solid waste containers are (trash, recycle, and compost);
 - Visually estimate the proportion of recycling (and compost, if applicable) that is contamination; and
 - Identify and note significant types of contamination observed in recycling (and compost, if applicable).
- Contractor's staff shall visit a CAN summer camp for a 30-minute session to introduce themselves and the topic of waste. In preparation for a waste audit activity, Contractor's staff will share a take-home message which invites adult input.
- Contractor shall return to the CAN summer camp to facilitate a 2-hour session that includes, but is not limited to:
 - A hands-on audit of a waste sample that has been collected from the community;
 - A review of Ann Arbor's solid waste rules;
 - An analysis of community waste patterns; and
 - Planning for a resident-led action to improve community solid waste outcomes.
- Contractor shall meet with each group of residents a minimum of one more time during the year to facilitate their action with the broader community
- Contractor shall prepare and administer an appropriate tool for collecting feedback on resident-led action.
- Contractor shall perform Post-Outreach Waste Assessment at each multi-family property that includes, but is not limited to:
 - Visually check how full solid waste containers are (trash, recycle, and compost);
 - Visually estimate the proportion of recycling (and compost, if applicable) that is contamination; and
 - Identify and note significant types of contamination observed in recycling (and compost, if applicable).
- Contractor shall analyze data from assessments and feedback.
 - Contractor shall summarize results of this analysis and submit to the City.

APPENDIX V: YOUTH EDUCATION METHODOLOGY

PRE-PROGRAM ACTIVITIES

- Contractor shall coordinate with Freeman Center to establish a schedule for delivery of programs and to reschedule programs as necessary throughout the school year.
- Contractor shall confirm the dates and times for planned programs with the City, and when necessary with WeCare Denali LLC and Recycle Ann Arbor, to ensure that facilities operators are aware of times when visitors will be onsite at the Resource Recovery Station.
- Contractor will share a pre-visit information sheet with teachers.

DAY OF THE EVENT ACTIVITIES

- Contractor shall follow the established Ann Arbor Public Schools Environmental Education field trip format to facilitate a half-day learning experience for each program.
- Contractor shall conduct the second-grade program at the Freeman Center, where students will learn about material cycles and the benefits and methods for reducing waste. Students will work in small groups and rotate through a variety of hands-on and problem-solving activity stations.
- Contractor shall conduct the seventh-grade program at the Resource Recovery Center on Platt Road, where students will learn about Ann Arbor's history and current waste recovery activities, the climate-waste connection, and the circular economy. Students will participate in a bus tour of the closed landfills, the compost site, and the materials recovery facility.

POST-PROGRAM ACTIVITIES

- Contractor will ask that students, classroom teachers, and any adult assistant(s) complete evaluation forms.
- Contractor will give students take-home items to help them share the information they have learned.
- Contractor will give teachers instructions to do a follow-up activity for their classroom.
- Contractor shall analyze data from surveys and evaluation forms.
 - Contractor shall summarize results of this analysis and submit to the City.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

GENERAL

Contractor shall be paid an amount not to exceed \$853,211 for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states the nature and amount of compensation the Contractor may charge the City.

Work to be billed per deliverable. Invoices may be paid on a percent completion basis. Deliverables should be broken down into measurable tasks to be used for project tracking and billing. For example, a deliverable may consist of tasks for pre-program planning, program implementation/execution, and program review/analysis.

ECOLOGY CENTER OUTREACH CONTRACT - YEAR 1					
AREAS OF WORK	ACTIVITIES		Original Cost Not to Exceed	5% Annual Increase Calculation	MODIFIED COST NOT TO EXCEED
Community-Based Social Marketing	Phase 1: Campaign and Strategy Development	Develop Social Marketing Outreach Campaign & Strategy	\$68,616.00	addition of staff time to coordinate between education & marketing, calculated as \$60/hr, up to 2 hours/week, not to exceed 106 hours total (adds \$6,300 to labor line item)	\$74,916.00
	Phase 2: Campaign and Strategy Deployment	Social Media & Web Video Series			
		Signage Design (ex: receptacle signage, dumpster wraps, bus wraps)			
Commercial Sector Education	Pilot Program Set-Up		\$13,374.00	NA	\$13,374.00
	Pilot Program Execution				
Education and Outreach at Community Events	General Events	Education at Community Event with Reusable Mobile Display (\$594/Long Event)	\$9,976.00	NA	\$9,976.00
		Education at Community Event with Reusable Mobile Display (\$326/Short Event)			
		Reusable Mobile Display (development and purchase)			
	Priority Audience	Education at Established Community Event with Priority Audience (\$594/Long Event)			
Education at Established Community Event with Priority Audience (\$326/Short Event)					
Multi-family Education and Outreach	Program Development		\$5,944.00	NA	\$5,944.00
	First Year Engagement with Four Communities in partnership with CAN				
Youth Education	2nd Grade 1/2 Day Program	Development of Program	\$40,975.00	NA	\$40,975.00
		Program Cost per Class (\$389/class for 50 classes)			
	7th Grade Resource Recovery Station Tour	Program Cost per Class (\$329/class for 45 classes)			
Additional Hours as Needed	\$60/hour		\$9,600.00	NA	\$9,600.00
			Total Year 1 Cost Not to Exceed: \$154,785		

ECOLOGY CENTER OUTREACH CONTRACT - YEAR 2								
AREAS OF WORK	ACTIVITIES		Original Cost Not to Exceed	5% Annual Increase Calculation	MODIFIED COST NOT TO EXCEED			
Community-Based Social Marketing	Phase 2: Campaign and Strategy Deployment	Social Media & Web Video Series	\$79,960.00	no per program increase because this was the value we originally quoted for Year 2 work.	\$179,960.00			
		Signage Design (ex: receptacle signage, dumpster wraps, bus wraps)						
		Advertising Spots: Radio, Local TV, Digital, PSA						
		Printed & Designed Materials (ex: mailers, magnets, handouts, pdfs)						
		Tabling and Presentations Materials for Community Events						
		Web Development (ex: apps, webpages, digital resource for materials)						
Commercial Sector Education	Broad Scale Implementation per Business (\$348/business for 48 businesses)		\$6,704.00	no per program increase because this was the value we originally quoted for Year 2 work.	\$16,704.00			
	Education and Outreach at Community Events	General Events	Education at Community Event with Reusable Mobile Display (\$594/Long Event)	\$7,476.00	no per program increase, calculated estimating max of 6 long and 12 short programs	\$7,476.00		
Priority Audience		Education at Community Event with Reusable Mobile Display (\$326/Short Event)						
	Multi-family Education and Outreach	Future Year Engagement with Additional Communities (\$600/community for 10 communities)					\$6,312.00	no change to this value because this was the per program and hourly value we originally quoted for year 2, cost covers 10 new communities (\$600 x 10=6000) and 4 hours for maintenance education (\$784=312)
Maintenance Education (Post-Outreach) \$78/hr								
Youth Education	2nd Grade 1/2 Day Program	Program Cost per Class (\$408/class for 50 classes)	\$34,255.00	per program increase of 5% and then multiplied by max possible programs	\$35,925.00			
	7th Grade Resource Recovery Station Tour	Program Cost per Class (\$345/class for 45 classes)						
Additional Hours as Needed	Support for on-going programs, redesign of educational materials, project coordination (\$63/hour)		\$9,600.00	per hour staff rate increase by 5% so if "not to exceed" total remains same, this means fewer additional hours written into contract each year.	\$9,600.00			
			Year 2 Total Cost Not to Exceed: \$255,977					

ECOLOGY CENTER OUTREACH CONTRACT - YEAR 3					
AREAS OF WORK	ACTIVITIES		Original Cost Not to Exceed	5% Annual Increase Calculation	MODIFIED COST NOT TO EXCEED
Community-Based Social Marketing	Phase 2: Campaign and Strategy Deployment	Social Media & Web Video Series	\$ 79,960.00	5% increase on labor only; labor line item \$45,556; note that we have not used the 5% increase on marketing materials and activities other than labor. We do assume costs in these other areas will increase and that is not accounted for in this price.	\$188,960.00
		Signage Design (ex: receptacle signage, dumpster wraps, bus wraps)			
		Advertising Spots: Radio, Local TV, Digital, PSA			
		Printed & Designed Materials (ex: mailers, magnets, handouts, pdfs)			
		Tabling and Presentations Materials for Community Events			
		Web Development (ex: apps, webpages, digital resource for materials)			
		Staff Time			
Commercial Sector Education	Broad Scale Implementation per Business (\$365/business for 48 businesses)		\$ 6,704.00	5% increase on year 2 per program cost, multiplied by 48 programs	\$17,520.00
Education and Outreach at Community Events	General Events	Education at Community Event with Reusable Mobile Display (\$624/Long Event)	\$ 7,476.00	5% increase on each type of program's year 2 per program cost, and then used same estimate of 6 long and 12 short programs (Got 12 hours by using \$7,476, subtracting \$6000, and then dividing remaining \$1476 by 78. This gave me 12 hours would be covered by your original budget. I used this same method to get the 24 hours and 34 hours in years 4 and 5.)	\$ 7,848.00
		Education at Community Event with Reusable Mobile Display (\$342/Short Event)			
	Priority Audience	Education at Established Community Event with Priority Audience (\$624/Long Event)			
		Education at Established Community Event with Priority Audience (\$342/Short Event)			
Multi-family Education and Outreach	Future Year Engagement with Additional Communities (\$630/community for 10 communities)		\$ 7,092.00	5% increase to year 2 per program and hourly cost, assuming 10 new communities and 14 hours maintenance educ	\$ 7,434.00
	Maintenance Education (Post-Outreach) \$81/hr				
Youth Education	2nd Grade 1/2 Day Program	Program Cost per Class (\$428/class for 50 classes)	\$ 34,255.00	5% increase on year 2 per program cost, multiplied by max number of possible programs	\$ 37,690.00
	7th Grade Resource Recovery Station Tour	Program Cost per Class (\$362/class for 45 classes)			
Additional Hours as Needed	Support for on-going programs, redesign of educational materials, project coordination (\$66/hour)		\$ 9,600.00	same explanation as year 2	\$ 9,600.00
				Total Year 3 Cost Not to Exceed: \$269,052	
ECOLOGY CENTER OUTREACH CONTRACT - YEAR 4					
AREAS OF WORK	ACTIVITIES		Original Cost Not to Exceed	5% Annual Increase Calculation	MODIFIED COST NOT TO EXCEED
Commercial Sector Education	Broad Scale Implementation per Business (\$383/business for 48 businesses)		\$ 6,704.00	5% increase on year 3 per program cost, multiplied by 48 programs	\$18,384.00
Education and Outreach at Community Events	General Events	Education at Community Event with Reusable Mobile Display (\$655/Long Event)	\$ 7,476.00	5% increase on each type of program's year 3 per program cost, and then used same estimate of 6 long and 12 short programs	\$ 8,238.00
		Education at Community Event with Reusable Mobile Display (\$359/Short Event)			
	Priority Audience	Education at Established Community Event with Priority Audience (\$655/Long Event)			
		Education at Established Community Event with Priority Audience (\$359/Short Event)			
Multi-family Education and Outreach	Future Year Engagement with Additional Communities (\$662/community for 10 communities)		\$ 7,872.00	5% increase on year 3 per program and hourly costs, assuming 10 new communities and 24 hours for education maintenance	\$ 8,636.00
	Maintenance Education (Post-Outreach) \$84/hr				
Youth Education	2nd Grade 1/2 Day Program	Program Cost per Class (\$449/class for 50 classes)	\$ 34,255.00	5% increase on year 3 per program cost, multiplied by max number of programs	\$ 39,550.00
	7th Grade Resource Recovery Station Tour	Program Cost per Class (\$380/class for 45 classes)			
Additional Hours as Needed	Support for on-going programs, redesign of educational materials, project coordination (\$69/hour)		\$ 9,600.00	same explanation as year 2	\$ 9,600.00
				Total Year 4 Cost Not to Exceed: \$84,408	
ECOLOGY CENTER OUTREACH CONTRACT - YEAR 5					
AREAS OF WORK	ACTIVITIES		Original Cost Not to Exceed	5% Annual Increase Calculation	MODIFIED COST NOT TO EXCEED
Commercial Sector Education	Broad Scale Implementation per Business (\$402/business for 48 businesses)		\$ 6,704.00	5% increase on year 4 per program cost, multiplied by 48 programs	\$ 9,296.00
Education and Outreach at Community Events	General Events	Education at Community Event with Reusable Mobile Display (\$687/Long Event)	\$ 7,476.00	5% increase on each type of program's year 4 per program cost, and then used same estimate of 6 long and 12 short programs	\$ 8,646.00
		Education at Community Event with Reusable Mobile Display (\$377/Short Event)			
	Priority Audience	Education at Established Community Event with Priority Audience (\$687/Long Event)			
		Education at Established Community Event with Priority Audience (\$377/Short Event)			
Multi-family Education and Outreach	Future Year Engagement with Additional Communities (\$695/community for 10 communities)		\$ 8,652.00	5% increase on year 4 per program and hourly costs, assuming 10 new communities and 34 hours of education maintenance	\$ 9,942.00
	Maintenance Education (Post-Outreach) \$88/hr				
Youth Education	2nd Grade 1/2 Day Program	Program Cost per Class (\$471/class for 50 classes)	\$ 34,255.00	5% increase on year 4 per program cost, multiplied by total number of programs	\$ 41,505.00
	7th Grade Resource Recovery Station Tour	Program Cost per Class (\$399/class for 45 classes)			
Additional Hours as Needed	Support for on-going programs, redesign of educational materials, project coordination (\$72/hour)		\$ 9,600.00	same explanation as year 2	\$ 9,600.00
				Total Year 5 Cost Not to Exceed: \$88,989	
Total Contract Cost over 5 Years Shall Not Exceed: \$853,211					

EXHIBIT C

INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets 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 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that 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 Project General Aggregate
\$1,000,000 Personal and Advertising Injury

4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. 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.
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- B. Insurance required under A.3 and A.4 above 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 for any insurance listed herein.
 - C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.