

**AMENDMENT 2 TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
ECOLOGY CENTER INC. AND THE CITY OF ANN ARBOR  
FOR RECYCLING PLANT TOURS AT  
THE MATERIALS RECOVERY FACILITY EDUCATION CENTER**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48103 ("City"), and Ecology Center Inc., a Michigan non-profit corporation with an address at 339 E. Liberty Street, Suite 300, Ann Arbor, Michigan 48104 ("Contractor") agree as follows on this \_\_\_\_\_ of August, 2020.

Whereas City and Contractor executed a Professional Services Agreement for Recycling Plant Tours at the Materials Recovery Facility Education Center on July 16, 2013 (the "Agreement"), and on August 14, 2018, issued Amendment 1 extending the agreement. Copies of both are attached;

Whereas the term of that Agreement is set to lapse on June 30, 2020; and,

Whereas City and Contractor would like to extend the term of that contract until at least through June 30, 2021.

Now, therefore, in consideration of the terms and conditions set forth below:

Unless renewed or terminated, the Agreement, subject to the scope limitations articulated in the City's October 17, 2016 letter, a copy of which is included as part of Amendment 1, and revised on June 5, 2020, which is included as part of Exhibit A, shall remain in effect until completion of the Services satisfactory to the City, or through June 30, 2021, whichever is sooner. At its sole option, the City may renew the Agreement to remain in effect until completion of the Services satisfactory to the City, or through June 30, 2022, whichever is sooner. To exercise that option, the City shall provide Contractor written notice of the City's exercise on or before May 1, 2021.

All other terms of the Agreement remain in effect except to the extent expressly modified herein.

**FOR CONTRACTOR**

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
Michael Garfield, Ecology Center Inc.

By \_\_\_\_\_  
Christopher Taylor, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

\_\_\_\_\_  
Tom Crawford, Interim City Administrator

\_\_\_\_\_  
Craig A. Hupy, P.E.,  
Service Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

Exhibit A  
Professional Services Agreement for Recycling Plant Tours At  
The Materials Recovery Facility Education Center



**CITY OF ANN ARBOR, MICHIGAN**

**Public Services Area, Public Works**  
**4251 Stone School Road**  
**P.O. Box 8647, Ann Arbor, Michigan 48107**  
**(734) 794-6430**  
*A2gov.org*

June 5, 2020

Mr. Michael Garfield  
Ecology Center  
339 E. Liberty St.  
Suite 300  
Ann Arbor MI, 48104

Dear Mr. Garfield:

Re: Recycling Plant Tours at the Materials Recovery Facility Education Center (RFP #865)  
In School Recycling Education Contract (RFP #923)

Due to COVID-19, on March 13, 2020 the Governor of Michigan closed all schools and the City of Ann Arbor indefinitely cancelled in-person events given related health concerns. Since that time, the Ecology Center proposed modifying the Recycling Plant Tours at the Materials Recovery Facility (MRF) Education Center (RFP #865) and In School Recycling Education (RFP #923) contracts from live presentations to pre-recorded, online presentations in keeping with local and state health guidance. The proposal is noted for reference and included as part of this letter (K. Adams e-mail, Appendix A). It should be noted that the scope of services for the MRF Education Center Tours contract was modified in 2016 from onsite MRF tours to offsite educational crafts and chats. A copy of that letter is enclosed (Appendix B).

The City of Ann Arbor is notifying the Ecology Center that it accepts the proposal to adapt and deliver the educational content for both contracts for no additional charge other than that provided in the original contract, per the May 7, 2020 e-mail proposal from Katy Adams, included in Appendix A.

In accordance with the MRF tours contract, the City is modifying the scope of the Agreement:

*III. Services*

- A. The Contractor agrees to provide educational programming services ("Services") as described in Exhibit A attached hereto and incorporated herein. The City retains the right to make changes to the quantities of the service within the general scope of the Agreement at any time by written change 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.*

In accordance with the In School education contract, the City is modifying the scope of the Agreement:

*III. Services*

- A. The Contractor agrees to provide In School Recycling Education. ("Services") in connection with the Project 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.*

If in-person activities resume following the end of Michigan's Stay at Home, Stay Safe Executive Order and related local guidance, the City will consider reinstating regular educational programming at that time.

Sincerely,



Molly Maciejewski  
Public Works Manager  
City of Ann Arbor

Cc: Tim Wilhelm, Senior Assistant City Attorney  
Craig A. Hupy, Public Services Area Administrator  
Eileen Naples, Resource Recovery Manager  
Christina Gomes, Solid Waste and Recycling Program Coordinator

## APPENDIX A

To: Christina Gomes      May 7, 2020  
From: Katy Adams

RE: Proposal to adapt recycling education programs in response to COVID-19 school closures.

### Summary:

Ann Arbor Public Schools has closed for the remainder of the 2019-2020 school year, but teachers are continuing to provide educational activities to their classes through online forums. The Ecology Center has contacted teachers who will miss scheduled programs due to the closure, and we have received universal interest in receiving a virtual form of the program that could be shared with their students. The Ecology Center proposes to fulfill our current contract with the City of Ann Arbor by offering our programs in a virtual format. We also propose to record and provide four online Parks & Crafts workshops for the general public.

The goals would be to:

- Faithfully adapt each lesson or workshop so that the content and learning experience can be shared online and completed at home individually and in compliance with all social distancing guidelines.
- Ensure that all schools/teachers that had programs scheduled with us during March-June of 2020 have the opportunity to share this education with students and families.
- Fulfill the Ecology Center's contracts with the City of Ann Arbor to deliver recycling education to youth and adults in K-12 schools and through workshops for the public.

### **Adapted Classroom Lessons**

#### Proposed Work Plan:

The Ecology Center will adapt the in-classroom lessons that were scheduled to be delivered during March-June of 2020 into a format that can be delivered online.

Classroom lessons to be adapted include: Wee Recycle, Compostability, Grow Eat Throw, Stormwater Mystery, Project Recycle, and Hungry Planet. All lessons will have the following features:

- Same content focus and learning objectives as original lesson
- Use of pre-recorded video clips, animations, slides, graphics, and props to illustrate or enhance information
- Instructions for a hands-on activity for families to do at home, using common household items
- Embedded interactive features through Mindstamp Typeform that will collect responses from every participating student
- Recorded videos will range in length from 20-50 minutes, but with interactive elements and hands-on activity prompts, student doing lesson will require 45-60 minutes to complete. Lessons that contain video footage longer than 28 minutes will be shared with teacher as 2-part lesson.

#### Lesson Delivery:

The adapted lessons will be posted on an education page of the Ecology Center website in April and May. Each lesson will include the recorded lesson itself, as well as a list of common household materials that will be needed in order to complete the hands-on activity portion of the lesson.

Teachers in Ann Arbor and Dexter schools who were registered for programs during March-June 2020 will be contacted directly by Ecology Center staff and given a password to access their program on the Ecology Center website. These teachers will also be given instructions on how to give students access using Seesaw or other online forums they may use to post assignments for their students.

In addition to the pre-recorded programs that will be made available on our website, we will also offer teachers the option of having students attend an online presentation hosted live by an Ecology Center educator. Live presentations will use Zoom technology at specified dates and times, and will be open to any teacher and student in the Ann Arbor district. Live presentation of the stormwater program will be offered to the Dexter community as well.

Ann Arbor’s and Dexter’s School District Communications Offices will be contacted to assist in advertising the live presentations to all school members. We will also advertise directly to parents through local media, such as Ann Arbor Family. Live online presentations will be planned for dates in May and June.

Note: If time allows and schools are interested, the recycling training for school staff may also be adapted and offered in virtual format. The staff training would only be offered as a live online presentation via Zoom, so that questions from participants could be addressed in real time. We have not yet reached out to schools to assess their interest in offering this professional development opportunity, and we have not included it in our analysis of costs below.

Measuring Impact:

A Mindstamp filter and Typeform survey included with each program will allow us to gather accurate data on the number of staff or students who participate in the lesson and gain insight into their learning outcomes. The forms will also allow us to identify each school that participates. Interactive items include questions about program content, opinions, asking students to upload images of work samples, and name of teacher and school. We will compile and share data from these forms with the City in end of year report.

All teachers who registered for a program will be asked to complete a written evaluation form, providing feedback on clarity of lesson content, the appropriateness of activities, and quality of program delivery. The feedback from these forms will be shared with the City as part of end of year report.

Invoicing:

The Ecology Center will invoice the city for 50% of a programs redesign cost, materials, and scheduling at the time lesson is completed and shared online with teachers. This amounts to \$3,124 per program. We will then invoice the city for programs as they are “delivered” at contracted cost of \$337.11 per program. We will use Ann Arbor School District average class-size numbers to set cutoff number of students to be counted per lesson “delivered”. These averages are: 22 students for K-2<sup>nd</sup> programs, 25 for 3-5<sup>th</sup> grade programs, 30 for middle grade programs. We will count a student as having participated in the program when they have completed the interactive questions that will be embedded into activity portion of each program. We will continue to make programs available through end of school year, but we will cap the number of programs we charge the City for when original contract cost is met. We will continue to collect data on number of students who have participated in order to get complete picture of each lesson’s impact, and we will share this data with City in end of year report. Invoice for programs redesigned and delivered will be submitted to City on monthly basis.

**Explanation of Adapted Programming Equivalent to Original Contract Cost**

<b>Original programming cost was calculated based on the following:</b>	<b>Adapted programming cost is calculated based on the following:</b>
<ul style="list-style-type: none"> <li>• Use of classroom-ready lessons</li> <li>• Staff time for in-person delivery of programs</li> <li>• Staff time to advertise programming</li> <li>• Staff time to schedule with teachers and schools</li> <li>• Staff time to collect and report data</li> </ul>	<ul style="list-style-type: none"> <li>• Staff time to design lessons &amp; workshops</li> <li>• Need to purchase new materials</li> <li>• Staff time to host limited number of live online lessons</li> <li>• Staff time to advertise programming</li> <li>• Staff time to coordinate with teachers and support access to online resources</li> </ul>

<ul style="list-style-type: none"> <li>• Need to restock lesson materials</li> <li>• Printing costs</li> <li>• Overhead costs</li> </ul>	<ul style="list-style-type: none"> <li>• Staff time to collect and report data</li> <li>• Overhead costs</li> </ul>
--	---

**Breakdown of Adapted Lesson Costs:**

Personnel

- Lesson Redesign2 Staff adapting 6 Lessons= 30,952
- Delivering Live Virtual Sessions= 2,764
- Advertising and Scheduling= 2,197
- Data collection and reporting= 1,500

Materials

- Supplies and software to create newly formatted lessons= 1,075

Indirect Cost/Overhead= 5,773

**TOTAL=\$44,261\***

\*The Ecology Center currently has 123 student lessons remaining for the 2019-2020 school year. Our costs to offer lessons virtually are expected to run slightly higher than what we will recover under current contract. However, we will not charge the City more than current contract limit for services rendered.

**Invoicing for student lessons redesigned and delivered will not exceed \$37,419.37**

Under the original contract, all costs were rolled into one per program fee, which included not only staff time to prepare and deliver lessons, but also the administrative, material, and overhead costs. The original program hired us to deliver pre-prepared programs, so the bulk of the \$337 per-program fee was tied to staff time going into schools to deliver lessons and doing administrative work associated with scheduling programs. For 123 lessons, just program prep and delivery (not including admin, scheduling, reporting) would have amounted to an estimated 369 hours of staff time.

The current work being done to completely redesign the programs, transforming lesson content into engaging learning experiences for online format, has already required a total of 340 staff hours to complete 4 student lessons. Of those staff hours, 100 hours has been devoted to staff training and practice for new skills and tools required to produce professional online lessons. These skills and tools are listed below for your reference.

Given this breakdown, we estimate that completing 2 more lessons will require an additional 120 staff hours, bringing us to a total of 460 hours. There are an additional 16 hours per program budgeted for uploading, managing teacher access, and responding to technical issues with each program, adding another 96 hours under personnel costs for program development - a total of 556 hours.

**Another way of thinking about our current costs: In terms of staff time, with the redesign and sharing of each new online lesson, we are doing the work equivalent to delivering 31 in-person classroom lessons. So in making 6 new online programs and sharing them with teachers, we are doing the work of delivering 186 programs. This means, given the total we have listed above, the City is really getting our services at a reduced rate during this crisis (the equivalent of \$238/program). Breakdown of Personnel Costs for Lesson Redesign**

(100 hours) Training for new skills and tools to create and share professional online education, including attending webinars and tutorials for the following:

- Video staging
- Video recording and editing software
- Video conversion
- Screen capture
- iMovie

- Book Creator
- Adobe Character Builder
- Adobe Animate
- Mindstamp interactive features
- Typeform survey builder
- New PowerPoint and InDesign features
- Seesaw online platform (being used by Ann Arbor schools)
- YouTube Channel set-up
- Copyright parameters for educational video sharing
- Copyright parameters for educational use of purchased music and images

(360 hours) Lesson Development Activities:

- Planning changes to sequence and content of activities to make appropriate for virtual format
- Scripting video content prior to recording
- Practicing scripted performances
- Acquiring props, images, music – including time spent searching for and downloading online resources, sourcing materials, and making original artwork, designing crafts, composing music
- Staging areas for quality recording, e.g. setup of backdrop, microphones, lighting, and filters
- Recording live-acted sequences, songs, dances, and animations
- Arranging for other staff and volunteers to record and contribute video clips for use in lessons
- Editing video to ensure smooth and articulate presentation
- Designing and adding filter and survey tools to allow for real-time student interaction with lesson content and data collection

(96 hours) Uploading and Managing Lesson Access:

- Uploading lesson to online platform through YouTube and Mindstamp
- Responding to teacher questions and technical issues

Feedback form sent to each teacher and necessary follow-up

**Adapted Parks & Crafts Workshops**

Proposed Work Plan:

Ecology Center education team will adapt the Parks & Craft workshops planned for March-June 2020 into online format. The Parks and Crafts workshops are intended for general public audience, families from in and around the Ann Arbor area. Each workshop will be a recorded video with the following:

- Parks & Craft Title screen with City and Ecology Center logos
- Presenter giving introduction to sustainability TOPIC of the day
- Presenter doing step-by-step demonstration of recycled CRAFT
- Description or instructions for community ACTION activity that is related to topic, with instructions on how activity can be completed safely, using appropriate personal protective equipment, and in compliance with all social distancing guidelines.

Specific plans for upcoming workshop content and 2020 publication dates:

Topic	Composting	Paper Recycling	Curbside Rules	Styrofoam & Disposable Plastics
Craft	Compostable Planting Pots	Recycled Paper Mother's Day Cards	ReEco Recycling Reminder Magnets	Compostable Decorations
Action Activity	Making a Worm Bin	Picking-up Litter in Your Neighborhood	Doing a Home Waste Audit	Protecting Water in Your Backyard



Publication Date	April 18	May 9	May 30	June 13
------------------	----------	-------	--------	---------

Each workshop will be openly shared with the public by posting on YouTube. Links to the video can be added to Ecology Center and City websites and shared on social media posts. The Ecology Center will share a press release with local news outlets to advertise upcoming workshop release dates. Once the video has been published, it will remain online until July 2020.

Measuring Impact:

YouTube will record the number of times the video is viewed. Viewers will be encouraged to provide feedback by “liking” the video or providing a comment. Feedback will be compiled through the end of June and shared with the City in end of year report. Report will be completed in July 2020.

**Breakdown of Craft Workshop Costs:**

Personnel

Workshop Redesign2 Staff adapting 4 craft workshops= 4,992

Advertising and SharingOnline= 308

Data collection and Reporting= 124

Materials for craft activity= 50

Indirect Cost/Overhead= 821

**TOTAL= 6,295\*\***

\*\*Actual cost to adapt and offer 4 virtual workshops significantly exceeds current contract, but we will continue to invoice City according to current contract terms, \$650.80/workshop.

**Invoicing for online Craft Workshops will not exceed \$2,603.20.**



APPENDIX B  
**CITY OF ANN ARBOR, MICHIGAN**  
Public Services Area, Systems Planning  
301 E. Huron Street.  
P.O. Box 8647, Ann Arbor, Michigan 48107  
(734) 794-6430  
A2gov.org

October 17, 2016

Mr. Michael Garfield  
Ecology Center  
339 E. Liberty St.  
Suite 300  
Ann Arbor MI, 48104

Dear Mr. Garfield:

Re: Agreement for Recycling Plant Tours at the Materials Recovery Facility Education Center

As you are aware, the City of Ann Arbor's Materials Recovery Facility (MRF) is no longer available for tours for the foreseeable future, restricting the ability to perform tours or store materials. Staff from the City and the Ecology Center have made arrangements to store materials at the City's W. R. Wheeler Service Center, 4251 Stone School Road and to have the Ecology Center perform 10 monthly educational Open Houses at this location.

As a result of this situation, in accordance with the terms of our contract with the Ecology Center to provide tours and educational sessions at the MRF:

*III. Services*

*A. The Contractor agrees to provide educational programming services ("Services") as described in Exhibit A attached hereto and incorporated herein. The City retains the right to make changes to the quantities of the service within the general scope of the Agreement at any time by written change 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.*

The City is modifying the scope of the Agreement to reflect the programmatic changes being put into place. This letter shall serve as the confirmation of these modifications to the scope of the Agreement.

**RFP No. 865 Appendix A (MRF Education Tours – Scope of Services):**

- With respect to Task (2) *Provide 10 monthly MRF Open Houses September-June*, is modified to: "Provide 10 monthly environmentally themed educational Open Houses at the City of Ann Arbor W. R. Wheeler Service Center, 4251 Stone School Road for September 2016 – June 2017."
- Task (3) *Provide classroom and group tours at the City of Ann Arbor's Materials Recovery Facility (MRF)* is now eliminated.

- With respect to Task (4) *Serve as the Primary Clearinghouse for MRF Tour and Open House Information*, references to efforts related to MRF tours are now eliminated, but services in this category for open houses are not eliminated as they will be provided for the Open Houses at the W. R. Wheeler Service Center.
- With respect to Task (5) *Administrative Documentation*, all tasks included as administrative documentation related to the MRF tours are eliminated, but administrative documentation related to open houses are not eliminated as they will be provided for the Open Houses at the W. R. Wheeler Service Center.
- Task (6) *Light MRF Education Center Facility Maintenance* is now eliminated.
- Task (9) *Contractor will have access to the MRF Education Center* is now eliminated.

The annual flat fee under the Agreement will be adjusted as provided in Paragraph A of Section III. *Services*. Because the reduction in services is not a matter of simply adding or not conducting a few MRF tours while the remainder of the tasks, including support tasks, remain in place, the (.005 x annual flat fee)/tour calculation in Exhibit B, *Compensation*, (which would result in an adjusted compensation of \$4,784.83) is not an appropriate adjustment under Paragraph A of Section III. *Services*. To reflect the elimination of all services other than those related to the open houses, and because the 10 open houses count as 20 MRF tours under the Agreement, the flat fee for FY16-17 is adjusted to 20/130ths of what would otherwise be the FY16-17 annual flat fee; this results in a flat fee of \$7,361.28 for FY16-17.

If the Ecology Center does not hold 10 open houses, payment will be reduced by \$478.48 (2 x .005 x \$47,848.33) for each open house not held. If the Ecology Center wishes to hold more than 10 open houses, the Ecology Center must get prior approval for each additional open house from the Contract Administrator. Payment for each approved open house above 10 shall be \$478.48.

If the MRF resumes operation before the end of the Ecology Center's Agreement with the City, the City will consider reinstating the classroom and group tours at that time, with an appropriate adjustment of compensation.

We appreciate the flexibility and adaptability of the Ecology Center in working with the City to continue providing this valuable service to the community in light of the changes in the availability of the MRF.

Very truly yours,  
CITY OF ANN ARBOR




---

Cresson Slotten, P.E.  
Public Services Area  
Systems Planning Manager

Cc: Abigail Elias, Chief Assistant City Attorney  
Craig A. Hupy, Public Services Area Administrator  
Christina Gomes, Solid Waste and Recycling Program Coordinator  
Molly Maciejewski, Field Operations Services Manager