

**AMENDMENT NUMBER 6 TO
AGREEMENT FOR
MUNICIPAL RESOURCE RECOVERY SERVICES
BETWEEN
RECYCLE ANN ARBOR AND
THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, with offices at 301 E. Huron St. Ann Arbor, Michigan 48107-8647 ("City") and Recycle Ann Arbor, a Michigan Corporation, having its offices at 2420 South Industrial Highway, Ann Arbor, Michigan 48104 ("Contractor") agree to amend the services agreement for Interim Operations of the Ann Arbor Material Recovery Facility (MRF) executed by the parties dated December 1, 2003 and amended five times, most recently on June 29, 2018 ("Agreement") as follows:

- 1) Article II. DURATION, is amended to read as follows:

This AGREEMENT shall remain in effect through June 30, 2020, unless terminated for breach or as provided in this agreement. At the City's option, upon notice to the Contractor, the Contract may be extended for one additional one-year term through June 30, 2021, unless terminated for breach or as provided in this agreement.

- 2) ATTACHMENT A, CITY OF ANN ARBOR MUNICIPAL RESOURCE RECOVERY SERVICES PERFORMANCE BASED COMPENSATION SCHEDULE, is amended as follows:

REPLACE

As of July 1, 2015 and annually each July 1 through June 30, 2019 the Contractor fee for the Fixed Cost Rate per Service Unit Scheduled Lift shall be adjusted according to the following schedule:

City FY 2016 (July 1, 2015 - June 30, 2016):	\$3.70
City FY 2017 (July 1, 2016 - June 30, 2017):	\$3.84
City FY 2018 (July 1, 2017 - June 30, 2018):	\$4.00
City FY 2019 (July 1, 2018 - June 30, 2019):	\$4.12

WITH

As of July 1, 2015 and annually each July 1 through June 30, 2020, or June 30, 2021 if the City exercises its option for a one-year extension, the Contractor fee for the Fixed Cost Rate per Service Unit Scheduled Lift shall be adjusted according to the following schedule:

City FY 2016 (July 1, 2015 - June 30, 2016):	\$3.70
City FY 2017 (July 1, 2016 - June 30, 2017):	\$3.84
City FY 2018 (July 1, 2017 - June 30, 2018):	\$4.00
City FY 2019 (July 1, 2018 - June 30, 2019):	\$4.12
City FY 2020 (July 1, 2019 - June 30, 2020):	\$4.28
City FY 2021 (July 1, 2020 - June 30, 2021):	\$4.46

- 3) ATTACHMENT B, CITY OF ANN ARBOR MUNICIPAL RESOURCE RECOVERY SERVICES BASIC PERFORMANCE SPECIFICATIONS, ARTICLE B-4, Curb Cart Recycling Collection Services is amended as follows:

REPLACE

Units Receiving Service: Curb Cart Service Unit Scheduled Lift Counts shall be designated by the City and shall include residential units, commercial units and civic units (municipal, parks, schools, non-profit agencies) where Curb Cart Collection is appropriate. Contractor shall determine actual Curb Cart locations and frequency of Scheduled Lifts as needed to maximize recovery and contractor performance with the sole location requirement being that each residential unit dumpster location will have Curb Carts at that location. Contract Administrator has the option of canceling service to a Service Unit or adjusting the number of Scheduled Lifts if determined to not be appropriate or needed.

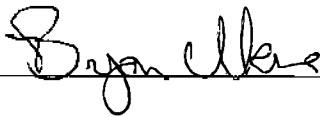
WITH

Units Receiving Service: Curb Cart Service Unit Scheduled Lift Counts shall be designated by the City and shall include residential units, commercial units and civic units (municipal, parks, automated pedestrian containers in the downtown, schools, non-profit agencies) where Curb Cart Collection is appropriate. Contractor shall determine actual Curb Cart locations and frequency of Scheduled Lifts as needed to maximize recovery and contractor performance with the sole location requirement being that each residential unit dumpster location will have Curb Carts at that location. Contract Administrator has the option of canceling service to a Service Unit or adjusting the number of Scheduled Lifts if determined to not be appropriate or needed. Contractor acknowledges that the City will be transitioning from use of automated pedestrian containers in the downtown to manual containers that will be serviced by the City; and, that Contractor will continue to be compensated for servicing automated pedestrian cans per Service Unit Scheduled Lift only while they are in use and will not be compensated when the City replaces the automated container with a manual container.

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

This Amendment to the Agreement shall be binding on the Parties' heirs, successors, and assigns.

For Contractor

By 

Its: CEO
Date: 6/6/19

For City of Ann Arbor


By  06/17/2019
CHRISTOPHER TAYLOR, MAYOR

By  06/24/2019
JACQUELINE BEAUDRY, CITY CLERK

Approved as to form and content

 06/11/2019
STEPHEN POSTEMA, CITY ATTORNEY

Approved as to substance

 06/11/2019
HOWARD LAZARUS, CITY ADMINISTRATOR

 06/10/2019
CRAIG HUPY, PUBLIC SERVICES AREA ADMINISTRATOR
Public Services Administrator