

CONTRACT FOR DROP-OFF RECYCLING SERVICES PITTSFIELD TOWNSHIP AND RECYCLE ANN ARBOR

Pittsfield Township (Township), with municipal offices at 6201 W. Michigan Avenue, Ann Arbor, Michigan, 48108-9721, hereby agrees to purchase drop-off recycling and waste services from Recycle Ann Arbor (RAA), a Michigan non-profit corporation with offices at 2420 S. Industrial Highway, Ann Arbor, Michigan, 48104 as follows:

- A. **Services.** RAA will provide drop-off recycling services to the Township and Township residents pursuant to this contract, and both parties agree as follows:
1. RAA will provide unlimited, free recycling drop-off station access (waiving the \$3/entry fee) to all Pittsfield Township residents having an authorized Pittsfield Township voucher card at the drop-off center located at 2950 E. Ellsworth Road, Ann Arbor, 48108. These vouchers will cover the \$3 entry fee for users and will provide for the free drop-off of paper, cardboard, plastics, metal, glass food and beverage containers, up to three bags of textiles/used clothing, automotive and rechargeable batteries, up to five gallons of motor oil, up to five gallons of cooking oil, oil filters, Styrofoam and plastic bags/film.
 2. Laminated vouchers will be issued by the Township to eligible Township households prior to July 1, 2021, and thereafter as needed, with each household having a unique six digit code assigned to its address, which assigned voucher will be valid for the entire term of this agreement. RAA's supplemental fees will remain in effect for general and yard waste, tires, electronics, appliances, light bulbs (and tubes) and construction debris. Information concerning the materials accepted, preparation requirements and related fees and hours of operation can be found on RAA's website at recyclennarbor.org. The drop-off station is currently open on Tuesdays, Thursdays and Saturdays. RAA is not able to provide free entry to the drop-off station to Township residents that do not have a valid Township-issued voucher card.
 3. Authorized Township (municipal) vehicles will also have access to the drop-off station for up to \$1,000 in free drop-off services at no additional charge for items including but not limited to tires, electronics, general waste and construction debris.
 4. Voucher customers will also be eligible to participate in two paper shredding events per year at the drop-off station or Township hall starting in Spring 2022, allowing for the free drop-off of up to five banker boxes of paper for shredding at no charge.

5. RAA agrees to provide the Township with a written quarterly report summarizing the number of users by month in that quarter, within 30 days of the end of each quarter (July-September, October-December, January-March, April-June).
6. RAA agrees to assist the Township in its outreach and promotion efforts to the community by writing four press releases/social media posts annually concerning the drop-off station voucher program and other recycling/zero waste opportunities that can be shared via mail, Township website, and/or social media posts. RAA will also help the Township design the laminated voucher card, if desired.
7. The term of this agreement will be for three years, and begin on July 1, 2021 and end on June 30, 2024. This agreement may be extended upon mutual agreement of the parties for one additional two-year term.
8. The Township agrees to pay RAA the sum of \$36,000/year on a monthly basis of \$3,000, in arrears, beginning August 1, 2021 and on the first of every month thereafter during the term of the contract. Payments should be sent to Recycle Ann Arbor, P.O. Box 246, Dexter, Michigan, 48130.
9. This contract may be renewed or amended upon written mutual agreement of the parties.
10. There will be a 3%/year escalator in annual prices, beginning on July 1, 2022.

B. **Standard of Performance.** RAA shall perform the contract faithfully and diligently and provide the services in a competent, professional and satisfactory manner.

1. The parties understand and agree that the Township may cancel this contract at any time with ninety (90) days written notice. In such event, RAA will be compensated for services provided.
2. This contract is to be performed in Washtenaw County, Michigan, and all legal venue shall exclusively lie therein.
3. Each provision of this contract shall be separately enforceable and, in the event that a court of competent jurisdiction determines or adjudges that any provision of this contract is invalid or illegal, such decision shall not affect the rest of the Contract which shall remain in full force and effect.

4. This contract shall be governed and construed in accordance with the laws of Michigan.
5. In the event that the drop-off station needs to be closed because of weather conditions or other unforeseen circumstances, RAA will provide notice to the Township as soon as possible so that the Township's public is informed of the situation.
6. If the drop-off station needs to be closed for an extended period (more than one week), the Township will likewise be notified as soon as practical and payments to RAA will be suspended until such time that operations return to normal.
7. The relationship of RAA to the Township is and shall continue to be that of an independent contractor and no liability or benefits such as worker's compensation, pension rights or other rights or liabilities rising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.
8. RAA hereby waives any claim against the Township and agrees not to hold the Township liable for any personal injury or damage incurred by it, its employees or associates on this project which is not held by a court of competent jurisdiction to be directly attributable to the sole and/or gross negligence or malicious intentional conduct of any employee of the Township acting within the scope of their employment. It further agrees to hold the Township harmless from any such claim by its employees or associates.
9. For purposes of the hold harmless indemnity and insurance provisions contained in this contract, the term "Township" shall be deemed to include the Township of Pittsfield and all other associated, affiliated, allied or subsidiary entities, or commissions, officers, agents, representatives and employees.
10. The following Indemnification Agreement shall be, and is hereby, a provision of this contract:

"RAA agrees to protect, defend, indemnify and hold the Township and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings

or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application thereof) or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. RAA further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.”

11. RAA shall provide, at its cost and expense, liability and other insurance as may be required by the Township, and will provide proof of such insurance to the Township prior to the start of this agreement. In addition, RAA will abide by any other insurance requirements and reporting as may be required by the Township, provided in Attachment A of this agreement.
12. RAA covenants that it (individually, or if a corporation, trust, limited liability company or partnership, “the entity”) nor any officer, principal, partner, agent or employee of the entity has any interest nor shall acquire any interest, directly or indirectly, which would conflict in the manner or degree of performance with the contract. Further that if any such conflict of interest develops and exists during the term of the contract that RAA shall within seven (7) days of such conflict of interest, notify the Township in writing of the existence and nature of said conflict of interest.
13. RAA warrants it has not employed or retained any company or person other than bonafide employees working solely for RAA, to solicit or secure this contract, and that it has not paid or agreed to pay any company, or person, other than the bonafide employee working solely for RAA, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award of making this contract. For breach or violation of this warranty, the Township shall have the right to annul the contract without liability, or at its discretion, to deduct the fees due to RAA, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
14. RAA further agrees to perform this contract in accord with all federal, state and local laws.

15. RAA will not discriminate or give preferential treatment to any person on the basis of race, sex, sexual orientation, color, national origin, religion, handicap status, height, weight, marital status, or other criteria which is not relevant to this particular contract.
16. RAA hereby certifies that it is not in default to the Township, and there are no unpaid taxes, real or personal owed to the Township by RAA, and RAA has no other unfulfilled obligations to the Township and is compliance with all Pittsfield Township codes and ordinances.
17. The contract and its attachments are the sole contract and agreement between the parties, and any previous agreements are hereby null and void. Any changes, additions or deletions shall not be effective or actionable unless they are in writing signed by the parties.