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October 28, 2022

HONORABLE CITY COUNCIL:

Re: Amendment No. 1, US Ecology Host Community Agreement

The Department of Public Works (DPW) requests approval from your Honorable Body of the attached amendment for the US Ecology Host Community Agreement.

Respectfully Submitted,



Ron Brundidge, Director  
Department of Public Works

CC: Gail Fulton, Mayor's Office  
Oladayo Akinyemi, DPW  
Victor Moncivais, Law

Attachment

MICHAEL DUGGAN, MAYOR

**CITY OF DETROIT  
AMENDMENT NO. 1  
TO US ECOLOGY HOST COMMUNITY AGREEMENT**

**THIS AMENDMENT NO. 1** to the Host Community Agreement No.1 (the “Amendment”) is entered into by and between the CITY OF DETROIT, a Michigan municipal corporation, acting by and through its Department of Public Works (the “City”), and US Ecology Michigan, Inc., a Michigan Corporation, with its principal place of business located at 652 Georgia Street, Detroit, Michigan 48211 (the “Operator”). The City and the Operator may each be referred to herein as a “Party” or collectively as the “Parties” to this Amendment or the Contract (defined hereafter) as applicable.

**BASIC CONTRACT DETAILS:**

   Amend Contract Amount:

Original Contract Amount is: \$

Amount Added to Contract is: \$

Total Amended Contract Value is: \$

   Amend Contract Duration:

Current Expiration Date:

Amended Expiration Date:

**X** Amend Contract Terms and Conditions (See Section 1)

**WITNESSETH:**

**WHEREAS**, the City and the Operator have previously entered into a Host Community Agreement dated March 21, 2018, reflecting the terms and conditions applicable to US Ecology Michigan's Part 115 operations at its facility located at 6250 Georgia, Detroit, Michigan, and

**WHEREAS**, it is the mutual desire of the Parties to amend the Contract as set out in detail in the following sections.

**NOW THEREFORE**, in consideration of the foregoing, and of the benefits to accrue to the parties from this Amendment, the parties agree that this Agreement is amended as follows:

**1. AMENDMENT TO PARAGRAPH 12B OF THE AGREEMENT**

- 1.1** Paragraph 12(B) of the Agreement is amended to now read: **US Ecology's Detroit Promise Scholarship and Employment Opportunity Notices.** Operator is a leading provider of environmental services to the Detroit metropolitan area performing environmental remediation, emergency response and waste management services to commercial, industrial, retail, residential, educational, and governmental clients and has an ongoing need for chemists, engineers, environmental scientists, and technicians with training in the fields of environmental science and technology, engineering, and mathematics. To encourage local students to develop these types of skills, Operator has agreed to create an annual scholarship fund of twenty-thousand dollars (\$20,000.00) to be awarded as four (4) non-renewable five thousand dollar (\$5000.00) scholarships to two (2) female and two (2) male seniors graduating from the Detroit Public Schools Community District, with preference given to applicants that reside within City Council District 3, who plan to pursue a science major, full-time, at a four-year Michigan institution. The administration and awarding of these scholarships will be managed by the Detroit Public School Foundation (DPSF) as part of the Detroit College Promise program. Operator agrees to pay any administrative fees charged by DPSF in addition to the annual twenty-thousand-dollar (\$20,000) corpus of the scholarship fund. Additionally, Operator shall partner with Detroit at Work to advertise their employment opportunities available at Operator's Detroit locations.

**2. EFFECT OF AMENDED TERMS ON THE REMAINING PROVISIONS OF THE CONTRACT**

**2.1** With the exception of the revisions contained in this Amendment, all other terms, conditions, and covenants contained in the Agreement shall remain in full force and effect as set forth in the Agreement.

**3. AMENDMENT AUTHORIZATION**

**3.1** This Amendment shall not become effective until:

- a) the Amendment has been approved by the required City departments.
- b) the Amendment has been authorized by resolution of the City Council, if applicable; and
- c) the Amendment has been signed by the City's Chief Procurement Officer (together, the "Effective Date").