

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

**THIS AMENDMENT AGREEMENT NO. 1** is made this 10<sup>th</sup> day of October 2022, between the City of Detroit, a Michigan public body corporate, acting by and through its Department of Public Works (hereinafter referred to as the “City”), whose address is 2 Woodward Avenue, Suite 802, Detroit, Michigan 48226, and US Ecology Michigan, Inc. (formerly known as Dynecol, Inc.), a Michigan corporation (hereinafter referred to as the “Operator”), whose address is 6520 Georgia Street, Detroit, Michigan 48211.

**WITNESSETH:**

**WHEREAS**, the City and the Operator have entered into a Host Community Agreement (“Agreement”) dated March 21, 2018 reflecting the terms and conditions applicable to US Ecology Michigan’s Part 115 operations at its facility located at 6520 Georgia Street, Detroit, Michigan 48211; and

**WHEREAS**, Paragraph 23(C) of the Agreement permits the parties to amend the Agreement by mutual agreement; and

**WHEREAS**, it is the mutual desire of the parties to amend the Agreement 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 12(B) OF THE AGREEMENT**

**1.01** Paragraph 12(B) of the Agreement, which now reads:

Environmental Employment Partnership of City of Detroit Residents. Operator agrees to work with and contribute to Detroit Environmental Employment Program (DEEP) administered by BSEED to help prepare City of Detroit residents for employment in the environmental sector. DEEP provides training (including, but not limited to, Hazardous Waste Operations and Emergency Response Standard (HAZWOPER 40hr.), asbestos abatement supervisor, lead abatement supervisor, CPR, and Blight Removal (OSHA 30, skid steer operator, excavator operator, and aerial lift operator)) to unemployed and under-employed, predominantly low-income, displaced and minority residents within the City of Detroit for environmental sector jobs. Operator agrees that qualified candidates who successfully complete the city’s training program and pass industry-standard pre-employment screening will be the focus of hiring for the Operator’s facilities within the City of Detroit. The goal of this partnership will be the development of effective job readiness programs focused on the environment, as well as the hiring of City of Detroit residence. To further demonstrate its commitment to the success of the city’s training program, Operator agrees to make an annual contribution of Twenty Thousand Dollars (\$20,000.00) to help fund DEEP, with the contribution

requirement eliminated if the Operator hires fifty-one percent (51%) or more City of Detroit residents that applied for open positions, to be determined on an annual basis for the prior year.

For the purposes of this paragraph, a City of Detroit resident is defined as a person registered to vote within the City of Detroit or possessing a Michigan Driver License or similar government issued photo identification, which indicates a current Detroit address.

Is amended to read:

US Ecology's Detroit College 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 (\$5,000.00) 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 the 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 AGREEMENT**

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

## **3. AMENDMENT AUTHORIZATION**

**3.01** This Amendment to the Agreement 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; and
- (c) The Amendment has been signed by the City's Chief Procurement Officer.

{SIGNATURES ARE SET FORTH ON FOLLOWING PAGE}



**THIS AMENDMENT WAS APPROVED  
BY THE CITY COUNCIL ON**

\_\_\_\_\_

**APPROVED BY LAW DEPARTMENT  
PURSUANT TO SECTION 7.5-206 OF THE  
CHARTER OF THE CITY OF DETROIT**

\_\_\_\_\_  
Chief Procurement Officer      Date

\_\_\_\_\_  
Corporation Counsel      Date

**THIS AMENDMENT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY  
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE CHIEF PROCUREMENT  
OFFICER.**