

29 **Excluded Waste** – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive,
30 biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or
31 regulations.

32 **Hazardous Waste** – Waste identified or listed as a hazardous waste by the administrator of the United States
33 Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource
34 Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute,
35 rule, order or regulation.

36 **Holidays** – The following days:

- 37 (1) New Year’s Day (January 1st)
- 38 (2) Thanksgiving Day
- 39 (3) Christmas Day (December 25th).

40 **Landfill** – Any facility or area of land lawfully receiving Solid Waste for disposal.

41 **Municipal Facilities** – Only those specific municipal locations as set forth in this Agreement.

42 **Multi-Family Residential Unit** – Any residential dwelling that is designed for, and inhabited by, multiple family
43 units and that generates and accumulates Solid Waste.

44 **Recyclable Materials** – Any non-contaminated materials, which may include but may not be limited to paper,
45 cardboard, and plastics. Recyclable Materials does not include Solid Waste or Excluded Waste.

46 **Residential Unit** – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family
47 Residential Unit.

48 **Roll-Off** – A Container with thirty (30) cubic yards of capacity.

49 **Roll-Out** – A Container with ninety-five (95) gallons of capacity used for collection of Solid Waste or Recycling.

50 **Single-Family Residential Unit** – Any residential dwelling that is designed for, and inhabited by, a single person
51 or family unit and that generates and accumulates Solid Waste.

52 **Solid Waste** – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including,
53 without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

55 **SECTION 2. FRANCHISE GRANT.**

56 The City hereby grants to the Service Provider, in accordance with the City’s ordinances and regulations
57 governing the collection, hauling and disposal of Solid Waste and Recyclable Materials, the franchise, license
58 and privilege to collect, haul and dispose of Solid Waste and Recyclable Materials over, upon, along, and across
59 the City’s present and future streets, alleys, bridges and public properties, and with respect to Recyclable Materials
60 only, such franchise shall be on an exclusive basis. The Service Provider may independently enforce the
61 exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking
62 injunctive relief, and the City may cooperate in such enforcement actions brought by the Service Provider, only
63 to the extent it does not interfere with public service obligations or operations. For clarity and avoidance of doubt,
64 the scope of Service Provider’s exclusive rights extend only to Recyclable Materials and do not include Solid
65 Waste, as further detailed in Section 3, Operations below.

66 **SECTION 3. OPERATIONS.**

67 A. Scope of Operations. The Service Provider will collect, haul and dispose of all Recyclable Materials (on
68 a mandatory basis) and Solid Waste (on an opt-in basis) (as provided herein) (i) generated and accumulated by
69 Residential Units, and Municipal Facilities (ii) placed within or adjacent to Containers by those Residential Units
70 receiving the services of the Service Provider (or otherwise generated and accumulated by those Residential
71 Units), all within the City’s corporate limits, including any territories annexed by the City during the term of this
72 Agreement (the “Services”). For the avoidance of doubt, collection of Recyclable Materials shall be provided to
73 all Residential Units, while collection of Solid Waste shall be provided only to those Residential Units that have
74 opted in to receive Solid Waste collection services as described in Section 13.

75
76 B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City’s
77 ordinances and regulations governing the collection, hauling and disposal of Solid Waste and Recyclable
78 Materials, the title to all Solid Waste and Recyclable Materials collected, hauled and disposed of by the Service
79 Provider over, upon, along and across the City’s present and future streets, alleys, bridges and public properties.

80
81 C. Title to Waste. Title to and liability for Solid Waste and Recyclable Materials shall pass to the Service
82 Provider upon loading of such materials into the Service Provider’s trucks. All Customers shall not deposit in
83 the Service Provider’s equipment or place for collection by the Service Provider any Excluded Waste.
84 Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any
85 material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability
86 for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and

87 disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded
88 Waste, Service Provider shall notify the Customer and the City.

89
90 D. Recyclable Materials. Recyclable Materials collection is mandatory for all Residential Units. The owners
91 and occupants of any Residential Units, and the City, as applicable, agree to comply with any description of and/or
92 procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided
93 by Service Provider. If any Residential Unit, or the City, as applicable, fails to do so, Service Provider may
94 decline to collect such materials without being in breach of this Agreement. Service Provider shall not be
95 responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials
96 by any third-party facilities.

97 **SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.**

98 A. Single-Family Residential Units. The Service Provider will collect Solid Waste from each Single-Family
99 Residential Unit that has opted in to Solid Waste collection services pursuant to Section 13 on a regular schedule
100 of once per week; provided, that (i) such Solid Waste is placed in Containers provided by Service Provider and
101 up to three (3) Bags, and Bundles, and (ii) such Containers, Bags and Bundles are placed within five (5) feet of
102 the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled
103 collection day.

104
105 B. Excess or Misplaced Solid Waste. The Service Provider shall collect all Solid Waste placed within the
106 Roll-Out Containers provided by the Service Provider, up to three (3) Bags, three (3) Bundles or one (1) personal
107 receptacle no larger than 32 -gallons capacity and no more than 40 pounds in weight. Any excess Bags, Bundles
108 or Personal receptacles must scheduled in advanced and prepaid in accordance with the Extra Bag Fee set forth
109 in Exhibit A. The Service Provider will not be required to provide Service when Containers, Bags or Bundles are
110 located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines
111 creates an unsafe condition that could cause damage to property or injury to persons.

112
113 C. Carry Out Service. Upon request by a Customer who is elderly (65 years of age or older) or disabled, the
114 Service Provider will provide Carry Out Service, whereby the Service Provider will collect Solid Waste from a
115 location at or near the Customer's residence rather than at the curbside or right of way. To receive Carry Out
116 Service, the Customer must (i) submit a written request to the Service Provider or the City, (ii) designate a
117 collection location that is accessible, safe, and within reasonable proximity to the residence, and (iii) pay the
118 applicable Carry Out Service fee as set forth in Exhibit A. The Service Provider reserves the right to discontinue
119 Carry Out Service to any Customer if the designated collection location becomes inaccessible, unsafe, or

120 otherwise impractical for collection. Carry Out Service shall not extend to locations requiring entry into a
121 Customer's residence or any locked or secured area. Carry Out Service includes trash services only (no recycling).
122 Service Provider will have no obligation to perform Carry Out Service in the event the driveway for any Carry
123 Out Service recipient is longer than two (2) car lengths. Any extra Bags that do not fit inside a Container must be
124 placed at the curb, otherwise Service Provider will have no obligation to collect such extra Bags.

125 **SECTION 5. SPECIAL COLLECTIONS AND SERVICES**

126 A. City Owned Facilities. Service Provider will provide commercial trash and recycling services for all city
127 owned facilities, at no additional costs. For any roll-off services at City Owned Facilities, City will be responsible
128 for disposal costs.

129
130 B. Semi-Annual City-Wide Clean-Ups. At no additional cost to the City, the Service Provider will provide
131 semi-annual curbside collection of non-hazardous miscellaneous items. Service Provider will make one pass
132 through the City beginning at 6am, provided however Service Provider will have no obligation to collect any
133 items that are not permitted for acceptance at the Transfer Station or Landfill or any items that are left at the
134 curbside in an unorganized manner that is not easy to collect and haul. On city-wide pick-up days, Service
135 Provider will not collect from 95-gallon containers. The event shall be only for the residents of the City and
136 shall be scheduled for a time period agreed upon between the City and the Service Provider for the residents to
137 leave unwanted items to discard at the curbside (excluding Excluded Waste, tires and batteries). The City and
138 Service Provider shall mutually agree upon the dates for the clean-up event.

139
140 C. Public Works. Service Provider will provide a 30 yard roll off container at the Public Works building, and no
141 haul rate will be charged, provided however that City will be responsible for the disposal costs.

142
143 D. Annual Shred Day. At no additional cost to the City, the Service Provider will organize and conduct one (1)
144 annual document shredding event ("Shred Day") for the residents of the City. Service Provider shall provide on-
145 site shredding equipment and personnel to securely destroy paper waste brought by residents. The Shred Day
146 event shall be scheduled for a date and location mutually agreed upon by the City and the Service Provider.
147 Service Provider shall have no obligation to shred materials other than standard paper documents and may refuse
148 to accept prohibited items including but not limited to electronic media, binders, and materials containing
149 hazardous substances.

151 E. Special Events. Service Provider will provide portable restroom and trash cart services in connection with the
152 City's Spring Festival and Fall Festival, at no additional cost to the City, as follows:

153 (i) Spring Festival. One (1) ADA-accessible portable restroom and six (6) 95-gallon trash carts.
154

155 (ii) Fall Festival. Two (2) standard portable restrooms, one (1) ADA-accessible portable restroom, and
156 six (6) 95-gallon trash carts.
157

158 The City and Service Provider shall mutually agree upon the dates and locations for delivery and pickup of
159 equipment for each festival.
160

161 F. Any Services set forth in this Section 5 that are not utilized by the City within any contract year will not carry
162 over to the next contract year.
163

164 G. Cessation of Portable Restroom Services. Notwithstanding anything to the contrary in this Section 6, if Service
165 Provider ceases to provide portable restroom services as a line of business, any obligations of Service Provider to
166 provide portable restrooms under this Section 6 shall not apply for so long as Service Provider does not provide
167 such services.

168 **SECTION 6. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.**

169 Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all
170 equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the
171 Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care,
172 custody and control of the equipment while at the respective service locations. Customers shall not overload (by
173 weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended
174 purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The
175 word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Service
176 Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or
177 unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer
178 will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon
179 demand.

180 **SECTION 7. RATES AND FEES.**

181 The initial rates and fees to be charged by and paid to the Service Provider are set forth on Exhibit A attached
182 hereto and incorporated by reference. The rates shall be fixed for the first (1st) year of Initial Term.

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SECTION 8. RATE ADJUSTMENTS.

A. Annual Adjustment. On each annual anniversary date of this Agreement, starting in Year 2 of the Initial Term (i.e. June 1, 2027) and continuing for thereafter, the rates set forth in this Agreement shall automatically increase by two-point one percent (2.1%).

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Service Provider’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider’s operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).

C. Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days’ written notice to the City.

D. Fuel Cost Adjustment Commencing in the third (3rd) year of the Term (i.e. June 1, 2028) and continuing for the remainder of the Term, the Service Provider may adjust rates annually to account for increases in fuel costs. The fuel cost adjustment shall be calculated as follows: On each anniversary date of the Term, the cost per gallon for Midwest Diesel (as defined below) will be assessed. If the cost per gallon is below \$4.00, there will be no additional increase. For each dollar starting with \$4.00 per gallon of diesel fuel, Service Provider may increase rates by one percent (1%). For example, if diesel fuel is at \$4.00 to \$4.99 per gallon, Service Provider may increase Rates by one percent (1%), if diesel fuel is \$5.00 to \$5.99, Service Provider may increase Rates by two percent (2%) increase, etc. For purposes of this Section, "Midwest Diesel" shall mean the weekly retail diesel price for the Midwest region as published by the U.S. Energy Information Administration at <https://www.eia.gov/petroleum/gasdiesel/> or any successor publication. Any fuel cost adjustment shall be in

216 addition to, and not in lieu of, any other rate adjustments permitted under this Section 9. Once a fuel cost
217 adjustment is determined as of an anniversary date, such adjusted rate shall remain fixed for the entire contract
218 year following that anniversary date and shall not be reduced on account of any subsequent decline in fuel prices
219 during that contract year.

220 **SECTION 9. EXCLUSIONS.**

221 Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling
222 or disposal of any Excluded Waste.

223 **SECTION 10. TERM OF AGREEMENT.**

224 The term of this Agreement shall be for a period of ten (10) years, commencing on June 1, 2026, and concluding
225 on May 31, 2036 (the “Initial Term”). At the expiration of the Initial Term of this Agreement, the parties hereto
226 may mutually agree to extend the Agreement for successive periods of one (1) year (each, a “Renewal Term,”
227 and together with the Initial Term, the “Term”).

228 **SECTION 11. ENFORCEMENT.**

229 The City may, in its sole governmental discretion, take lawful enforcement actions it deems appropriate to address
230 violations of the exclusive franchise provisions of this Agreement, subject to applicable law, available resources,
231 and municipal enforcement priorities. Nothing herein shall obligate the City to initiate litigation, expend funds in
232 judicial proceedings, or guarantee prevention of all violations. If the Service Provider experiences recurring
233 problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this
234 Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits
235 from the Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City
236 also hereby grants to the Service Provider the reasonable right of ingress and egress from and upon the property
237 of Residential Units for the purposes of rendering the Services contemplated hereby.

238 **SECTION 12. PROCESSING, BILLING AND FEES.**

239 A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees
240 set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced
241 amounts to the Service Provider within 30 days of each invoice date; provided. The City is solely responsible for
242 invoicing and collecting payments from all Customers, including all Residential Units. The City shall provide the
243 Service Provider with the service address of each Customer that opts in to receive Solid Waste collection services
244 and shall promptly notify the Service Provider of any additions or removals from the opt-in list. The City shall
245 update its monthly billing to each Customer to reflect whether such Customer receives Recyclable Materials
246 collection only or both Recyclable Materials and Solid Waste collection services.

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B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of “bad debt” billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit. City will provide Service Provider with list of Customers for which services shall be suspended for non-payment. A charge of \$25.00 will be charged to the Customer for removal of equipment.

SECTION 13. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste or Recyclable Materials not caused by the Service Provider’s rendering of the Services, or be required to collect and dispose of any excess Solid Waste or Recyclable Materials placed outside of the Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Solid Waste or Recyclable Materials. Should such excess Solid Waste or Recyclable Materials continue to be placed outside of the Containers, the City shall require such Residential Units to increase the frequency of collection of such Solid Waste or Recyclable Materials, or require the Residential Units to utilize a Container with sufficient capacity so the excess Solid Waste or Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 14. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City’s ordinances and regulations, the Service Provider’s reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Solid Waste or Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Solid Waste or Recyclable Materials. If a Customer contaminates recyclable materials more than two (2) times, Service Provider shall have the right to remove the Recyclable Cart from service, subject to Service Provider providing written notice on the Recyclable Cart in each instance of contamination.

279 B. Notice from a Residential Unit. In the event that the Service Provider fails to collect Solid Waste or
280 Recyclable Materials from a Residential Unit without cause, then the Service Provider will use all reasonable
281 efforts to collect such Solid Waste or Recyclable Materials within one (1) Business Day of the Service Provider
282 receiving written notice.

283 **SECTION 15. HOURS OF SERVICE.**

284 For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to
285 7:00 p.m., Monday through Friday; provided, however, that the Service Provider may commence services as early
286 as 5:00 a. m. in the event of extreme heat conditions which shall mean when the National Weather Service
287 forecasts temperatures of 95 degrees Fahrenheit or higher combined with relative humidity of 80% or higher for
288 the Service Area. The Service Provider will not be required to provide service on weekends or Holidays, and may,
289 in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service
290 Provider shall provide such Services on the Business Day immediately following the Holiday.

291 **SECTION 16. CUSTOMER SERVICE.**

292 The City shall field all inquiries and complaints from Residential Units and Municipal Facilities relating to the
293 collection, hauling and disposal of Solid Waste. The Service Provider and the City agree to cooperate with each
294 other in the response to any such inquiries and the resolution of any such complaints.

295 **SECTION 17. COMPLIANCE WITH APPLICABLE LAWS.**

296 The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and
297 disposal of Solid Waste and Recyclable Materials.

298 **SECTION 18. PAVEMENT.**

299 The City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably
300 necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all
301 of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service
302 Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except
303 to the extent resulting from the Service Provider's negligence or willful misconduct.

304 **SECTION 19. INSURANCE COVERAGES.**

305 Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to
306 or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory

309	(2) Employer’s Liability	\$1,000,000
310	(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence;
311		\$2,000,000 in the aggregate
312	(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence;
313		\$2,000,000 in the aggregate
314	(5) Automobile Bodily Injury Liability	\$1,000,000 per person;
315		\$2,000,000 per occurrence
316	(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
317	(7) Excess or Umbrella	\$1,000,000 per occurrence

318 Upon the City’s request, the Service Provider shall furnish the City with a certificate of insurance verifying the
319 insurance coverage required by this Section.

320 **SECTION 20. INDEMNITY.**

321 The Service Provider agrees to defend, indemnify and hold harmless the City and its agents, directors, employees,
322 officers and servants (collectively, the “Indemnified Parties”), individually and collectively, from and against any
323 and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses
324 (including, but not limited to, reasonable attorneys’ fees) (collectively, the “Claims”) that may result from the
325 Service Provider’s or its agents’, officers’ or employees’ intentional or negligent acts, errors or omissions in
326 connection with services performed under this Agreement arising from injury to persons, damage to property or
327 other liability loss. The Service Provider shall require all sub-contractors to indemnify, keep and save harmless
328 the City in the same manner as is required of the Service Provider in this Agreement.

329 **SECTION 21. SAVINGS PROVISION.**

330 In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction
331 to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the
332 balance of its terms and provisions as if such invalid term or provision were not a part hereof.

333 **SECTION 22. TERMINATION.**

334 If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other
335 party may suspend its performance hereunder until such breach has been cured or terminate this Agreement;
336 provided, however, that no termination of this Agreement shall be effective until the complaining party has given
337 written notice of such breach to the breaching party and the breaching party has failed to cure such breach within
338 thirty (30) days after its receipt of such notice. Breaches affecting public health, safety, regulatory compliance,
339 insurance requirements, or continuity of service shall be cured immediately. Upon any such failure to cure, the

340 complaining party may terminate this Agreement by giving the breaching party written notice of such termination,
341 which shall become effective upon receipt of such notice, in addition to any other remedy provided to it by law
342 or in equity or other right reserved to it elsewhere in this Agreement.

343 **SECTION 23. REMEDIES.**

344 Cumulative Remedies. Except as otherwise expressly provided in this Agreement, the rights and remedies of the
345 parties under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or in
346 equity. The rights and remedies of the City specifically include, without limitation, rights under the Kansas Tort
347 Claims Act, federal, state, or local environmental laws, and applicable regulations.

348 Limitation on Liability. Except for breaches of confidentiality obligations, indemnification obligations, or a
349 party's willful misconduct, gross negligence, or fraud, neither party shall be liable to the other for any indirect,
350 incidental, special, consequential, or punitive damages arising out of or related to this Agreement, regardless of
351 whether such damages are based on contract, tort, strict liability, or any other theory. For clarity and avoidance
352 of doubt, the City shall have no liability for lost or anticipated profits, unperformed Services, or any consequential,
353 indirect, or expectation damages, including termination-related costs. The Service Payment obligations are subject
354 to lawful appropriation and availability of funds, and nothing in this Agreement obligates the City to expend
355 public funds for unearned or speculative damages or creates a debt or multi-year obligation.

356 Notwithstanding the foregoing, the City may recover all direct damages resulting from Service Provider's failure
357 to perform or comply with this Agreement, including, without limitation: costs to obtain substitute services or
358 complete missed, deficient, or delayed solid waste or recyclable materials collection; costs to remedy
359 noncompliance with federal, state, or local laws, regulations, or permit requirements related to solid waste,
360 recyclable materials, or environmental compliance, including fines, penalties, or reporting obligations; costs to
361 correct environmental contamination or public health risks caused by Service Provider's failure to perform,
362 including emergency response, cleanup, or disposal costs; and costs necessary to protect public health, safety, or
363 continuity of essential municipal services. The rights and remedies of the City under this Section are cumulative
364 and in addition to any other rights or remedies provided under this Agreement or available at law or in equity.
365

366 **SECTION 24. FORCE MAJEURE.**

367 Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and
368 the obligations hereunder excused in the event and during the period that such performance is prevented by a
369 cause or causes beyond reasonable control of such party, but only until the condition preventing performance is

370 remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire,
371 flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or
372 judicial or governmental laws or regulations. For the avoidance of doubt, in the event the Service Provider is
373 unable to provide the Service due to severe, harsh, or extraordinary weather conditions, the Service Provider will
374 make all reasonable attempts to perform the services on the next week day; provided however, that if said weather
375 continues for multiple days, the Service Provider shall perform the Municipal Solid Waste and Recyclable
376 Materials collection on the next regularly scheduled collection day of the following week or the next regular
377 recycle service day after said weather has subsided, at no additional charge for extra trash bags and cardboard
378 boxes with extra recyclable material inside of them.

379 **SECTION 25. GOVERNING LAW.**

380 This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal
381 laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

382 **SECTION 26. WAIVER.** Any failure by either party to enforce the provisions of this Agreement shall in no
383 way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and
384 signed by such party.

385 **SECTION 27. NOTICES.**

386 Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered
387 when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to
388 the respective party at the address set forth below:

389
390
391 If to the City:
392 _____
393 _____
394 _____
395 Attn: _____
396

397 If to the Service Provider:
398 _____
399 _____
400 _____
401 Attn: _____
402

403 With a Copy to:

404 Waste Connections
405 3 Waterway Square Place, Suite 110
406 The Woodlands, Texas 77380
407 Attn: Legal Department

408 or such other addresses as the parties may hereafter specify by written notice and delivered in accordance
409 herewith.

410 **SECTION 28. INCORPORATION OF EXHIBITS A AND B.**

411 The City and Service Provider acknowledge and agree that the City's standard terms and conditions are
412 incorporated into and made part of this Agreement by reference. In the event of any inconsistency or conflict
413 between this Agreement and the City's standard terms and conditions, the City's standard terms and conditions
414 shall govern and control unless expressly waived by the City in writing.
415

416 **SECTION 29. AMENDMENTS.**

417 This Agreement may be amended by mutual consent of the parties without affecting its validity. Either party may
418 propose an amendment by providing written notice to the other as set forth in Section 27 of this Agreement. The
419 parties may meet and confer as they deem appropriate for the purpose of reviewing any proposed amendment.
420 Amendments may include, without limitation, changes to service levels, performance standards, cost recovery, or
421 remedies provisions to protect public health, safety, or continuity of essential municipal services. No amendment
422 shall be effective unless reduced to writing and signed by both parties, except as expressly provided herein.
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426 *(Remainder of page intentionally left blank.)*
427

428 ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 19th day of May, 2026.

429
430 SIGNED by the Mayor on the _____ day of May, 2026.

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433
434 CITY OF BEL AIRE, KANSAS

435
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437
438 _____
439 Jim Benage, Mayor

440 ATTEST:

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444 _____
445 Melissa Krehbiel, City Clerk

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447
448 APPROVED AS TO FORM:

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452 _____
453 Maria A. Schrock, City Attorney

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456 **(Exhibits A, B, and C are attached.)**

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461 [Remainder of this Page Intentionally Left Blank]
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CITY OF BEL AIRE MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgewick County, Kansas.
3. **Termination Due to Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** As a Kansas municipality, City shall not be obligated to protect, defend, hold harmless, or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted to ensure that the City shall always stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** The Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, *et seq.*, as amended) requires every person who enters into a contract with the City for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service to:
 - a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, disability, national origin or ancestry, or age unrelated to such person's ability to engage in the particular work.
 - b. In all solicitations or advertisement for employees, the Contractor shall include the phrase "Equal Opportunity Employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. Upon request, inform the Kansas Human Rights Commission and/or the City of Bel Aire Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the Contract.

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- d. Contractor shall include the provisions of sub-paragraphs (a), (b), (c), and (d) of this paragraph in each of its subcontract or purchase order and/or contract so that such provisions will be binding upon such subcontractor or Contractor.
 - e. Exempted from these requirements are:
 - 1. Any Contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the Federal Government or a contract involving Federal funds (proof of compliance required).
 - 2. Any Contractor who employs fewer than four (4) employees during the term of this Contract.
 - 3. Contractor who hold contracts with the City with a cumulative total of five thousand dollars (\$5,000.00) or less during the City's Fiscal Year.
 - f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612. During the performance of any City contract or agreement the Contractor shall comply with all the provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Executive Orders 11246, 11375, 11141, Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973; the Americans with Disabilities Act and/or any laws, regulations or amendments as may be promulgated thereunder. Any finding adverse to the Contractor under K.S.A. 1976 Supp. 44-1031, as amended or other State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of this Contract and any such contract may be cancelled, terminated or suspended in whole or in part by the City or its contracting agency.
14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City, must determine whether the Contractor has been excluded from the system and any federal funding received, or to be received, by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the Contractor under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the City.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.
20. **Ownership of Data.** All data, forms, procedures, software, manuals, system descriptions, and workflows developed or accumulated by Contractor in relation to this Agreement shall be owned by City and shall be handed over and/or returned to City upon the expiration or termination of this Agreement. Contractor shall not release any such materials without written approval of the City.
21. **Tariffs.** If Contractor chooses to use foreign products or goods during the execution of this agreement, Contractor shall not directly invoice tariff costs to the City. The City will consider a reasonable price adjustment only after conclusion of the initial contract term but reserves the right to not pick up option years of the contract if, in its sole discretion, the City determines the price increase no longer provides the best value to the City.
22. **Contractor Use of Artificial Intelligence.**
- a. **Meetings Recording, Transcription and Confidential Information.** The City does not consent to, and expressly rejects, the use by Contractor of Artificial Intelligence ("A.I.") note takers in, and recordings of, meetings with City officials and staff unless specifically approved by the City (project manager or higher) prior to the initiation of the meeting. This includes use by Contractor for training its A.I. programs, services, and platforms. Any transcripts, recordings, summaries, or AI-generated outputs approved by the City and created in connection with City meetings or City data shall be treated as City Confidential Information. Contractor shall not retain such materials longer than required to perform services necessary and incidental to the contract, and upon the City's request, Contractor shall promptly return or securely delete such materials and certify deletion in writing. Only the City Manager or City Attorney may approve a request for an exemption to these requirements.

EXHIBIT B

CITY OF BEL AIRE MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. The parties agree Contractor shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City and Contractor shall indemnify City for its failure to comply with Contractor's responsibilities under this paragraph.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work (City may also establish performance standards for the contracted outcomes); (c) pay the Contractor a salary or hourly rate but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done (City may provide informational briefing on known conditions); (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); and (f) pay Contractor personally (instead, City will make all checks payable to the trade or business name under which Contractor does business).
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the public and not required to work exclusively for City.
9. All services are to be performed at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

Exhibit C

Rates and Service Levels

Services for Single-Family Residential Units:

- 1 – 95-gallons recycle cart: \$3.61 per month
- 1- 95-gallon residential trash cart: \$10.27 per month
- 2- 95-gallon residential trash carts: \$15.82 per month
- 1- 65-gallon residential trash cart: \$9.15 per month

Extra Bag Cost: \$2.00 per bag, bundle or personal receptacle

Carry Out Service (for elderly or disabled) - \$33.00 per month (includes trash services only, no recycling).

Cessation of Portable Restroom Services. Notwithstanding anything to the contrary in this Section 6, if Service Provider ceases to provide portable restroom services as a line of business, any obligations of Service Provider to provide portable restrooms under this Section 6 shall not apply for so long as Service Provider does not provide such services.