

**AGREEMENT BETWEEN THE CITY OF WESTWOOD, KANSAS AND WASTE
CORPORATION OF MISSOURI, LLC D/B/A WCA OF MISSOURI, LLC FOR SOLID
WASTE RESIDENTIAL DISPOSAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of July, 2025 ("Effective Date"), by and between the **CITY OF WESTWOOD, KANSAS** ("Westwood") and **WASTE CORPORATION OF MISSOURI, LLC**, a Delaware limited liability company d/b/a WCA of Missouri, LLC ("WCA").

RECITALS

WHEREAS, in 2017, Mid-America Regional Council/Kansas City Regional Purchasing Cooperative ("MARC/KCRPC"), on behalf of the cities of Fairway, Roeland Park, Kansas and Westwood, Kansas (collectively, "Participants"), issued an Invitation for Bid No. 78 ("Invitation to Bid") requesting bids from qualified persons or firms to provide residential solid waste collection services for Participants;

WHEREAS, MARC/KCRPC issued a notice of award to WCA on or around April 2017, notifying WCA that a Yearly Contract for Waste Disposal Services RFP # 78 ("Solid Waste Contract") had been approved, on behalf of Participants, for WCA to provide residential solid waste collection services;

WHEREAS, Westwood and each of the Participants are third-party beneficiaries of the Solid Waste Contract;

WHEREAS, the initial term of the Solid Waste Contract commenced on January 1, 2018 and was set to expire on December 31, 2020 ("Initial Term");

WHEREAS, on or around June 8, 2020, the Participants agreed to extend the Initial Term of the Solid Waste Contract until December 31, 2025 ("First Renewal Term");

WHEREAS, all Participants have mutually agreed to further extend the Initial Term beyond the First Renewal Term, effective January 1, 2026 through December 31, 2030 (the "Second Renewal Term"), at a guaranteed maximum rate of \$17.50 per household with annual increases not to exceed the Consumer Price Index (CPI) for Trash and Trash Collection percentage (capped at 3 percent);

WHEREAS, pursuant to Section 3.2 of the Invitation to Bid, WCA is required to provide statutory bonds for the payment of laborers, materialmen and subcontractors, and a performance bond naming MARC/KCRPC and each Participant as obligee; and

WHEREAS, Westwood and WCA desire to enter into this Agreement to approve the Second Renewal Term on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS**. The foregoing recitals are incorporated by reference as if fully set forth below.

2. **MARC/KCRPC CONTRACT**. The Solid Waste Contract, as amended by that certain Notice of MARK/KCRPC Contract Renewal, dated March 25, 2025, and revised on May 19, 2025 ("Renewal Notice"), attached hereto as Exhibit A, and incorporated herein by reference, is hereby approved as of the Effective Date.

3. **BOND REQUIREMENTS**. WCA shall submit statutory bonds for the payment of laborers, materialmen and subcontractors and a performance bond in the amount of \$375,690.00, which amount shall be adjusted annually to match the full penal sum of the contract amount. These bonds shall be written by a T-listed corporate surety admitted in Missouri and Kansas with an A.M. Best rating acceptable to MARC/KCRPC. The bonds shall name as the obligees both MARC/KCRPC and Westwood for whose benefit MARC/KCRPC is engaging WCA, to the extent of Westwood's interest in the Solid Waste Contract. WCA, and not MARC/KCRPC, shall be obligated to notify surety of all changes to the Solid Waste Contract, and surety must consent to those changes and waive notice thereof from MARC/KCRPC. The surety shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The required bonds shall be furnished within ten (10) calendar days after execution of the Renewal Notice by MARC/KCRPC.

4. **KANSAS CASH BASIS AND BUDGET LAW**. The right of Westwood to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1101 *et seq.*), the Budget Law (K.S.A. 79-2925 *et seq.*), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Westwood shall at all times stay in conformity with such laws, and as a condition of this Agreement, Westwood reserves the right to unilaterally 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.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year first above written.

WASTE CORPORATION OF MISSOURI, LLC,
a Delaware limited liability company d/b/a WCA of
Missouri, LLC

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year first above written.

CITY OF WESTWOOD, KANSAS

By: _____

David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

EXHIBIT A

Solid Waste Contract

[To Be Attached]