EXHIBIT A

SOLID WASTE COLLECTION SERVICES FOR CITY OF JOPLIN FACILITIES

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 2014, between the City of Joplin, Missouri, a Municipal Corporation (hereinafter referred to as "City") and Jordan Disposal, LLC (hereinafter referred to as "Contractor"), a Missouri Corporation.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

1. SOLID WASTE HAULING AND CONTAINERS. It is agreed that the Contractor shall collect the solid waste from designated Parks and Recreation operations, Justice Center, Police Sub-Station, Health Department, City Hall, Public Library, designated Airport operations, Central Garage, Sign Shop, five (5) Fire Stations, Turkey Creek Waste Water Treatment Plant, Shoal Creek Waste Water Treatment Plant, MAPS Administration Building, and any future facilities, and shall be priced and scheduled as described in *Appendix A.* Some Parks and Recreation operations shall be on a "seasonal" pickup schedule. It is also agreed that Contractor shall provide the containers as described in *Appendix A.* Contractor shall also provide a 40 yard roll-off container and collect the solid waste from this Nuisance Container located at the Public Works Center at a cost described in *Appendix A.* The contents will be miscellaneous bulky trash. A City employee will call when the container needs pulling. Should the City reinstate the leaf/grass clipping drop-off location or start a tree limb/brush drop-off location, hauling services for the thirty cubic yard (30 cy) leaf/grass/tree limb/brush roll-off containers shall be billed as described in *Appendix A.* These containers are owned by the City and will be emptied at the City of Joplin compost facility next to the Turkey Creek Waste Water Treatment Plant, the City's processing site at 1702 North Schifferdecker Avenue, or at a yet to be determined location. A City employee will call when the containers need pulling. Designated Airport Operations, and the Police Sub-Station shall have a 90/96 gallon polycart, with the price and schedule described in *Appendix A.*

2. TERM. This agreement between Contractor and the City shall be valid for one (1) full year starting October 1, 2014 and ending September 30, 2015 with the option of renewal upon mutual agreement for six (6) additional months. Either party shall be able to cancel the contract with 60 days written notice in the event that the other party does not fulfill their obligations outlined in the terms of the contract. The City reserves the right to change frequency of hauling, add containers, and or change container sizes throughout the contract period, per approved charges as described in *Appendix A.*

3. BILLING. Invoices for waste services shall be submitted to the City of Joplin Finance Department, 602 South Main Street, Joplin, Missouri 64801 based on completed services on a monthly basis. The City of Joplin will not pay in advance of services. Monthly invoices shall include location name, charges per each location serviced and details regarding the number of times that each location was serviced during the month, the size of the container at each location serviced, and the date of service per each location, etc. The City of Joplin will not pay for billing fees, environmental fees, fuel recovery fees, management fees, etc. It is further understood that the industry standard of 4.33 weeks in every calendar month will be used for billing purposes, except as indicated on *Appendix A.*

4. PERMITS AND LICENSES. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

5. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is a separate business entity apart from the City. The Contractor agrees to pay all necessary Federal Social Security taxes and all State and Federal taxes required by law, and at its own expense will cover all of its employees with Workers' Compensation Insurance as provided by law. Contractor further agrees to comply with all laws of the State of Missouri and the United States regarding the employment of persons. Contractor's agents and employees shall not be considered employees of the City and shall receive only those employee benefits

provided by Contractor.

6. INSURANCE.
A. Worker's Compensation Insurance: Worker's Compensation coverage must be maintained in accordance with Missouri law.

B. Liability Insurance: The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this Agreement in the amount of not less than two million dollars ($2,000,000) for each person injured or killed, and in the amount of not less than two million dollars ($2,000,000) in the event of injury or death of two or more persons in any single accident, and in the amount of not less than one hundred thousand dollars ($100,000.00) for damage to property. Such policy may be written to allow the first five hundred dollars ($500.00) of liability for damage to property to be deductible. Should any such policy be cancelled, the director shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing the policy the duty to give such notice. The City of Joplin shall be listed as a "certificate holder" and policy shall name the City as an "additional insured" before starting work on the agreement.

7. TRANSFER OR SALE OF CONTRACT. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City. The City shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor.

8. GUARANTY OF NONDISCRIMINATION. The Contractor agrees that during the life of the contract, the Contractor will not, within the State of Missouri, discriminate against any employee or applicant for employment because of race, color, creed, national origin or ancestry or sex and will include a similar provision in all subcontracts entered into for the performance thereof. The contract may be cancelled or terminated by the City and all money due or to become due may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph.

9. GUARANTY OF FEDERAL WORK AUTHORIZATION PROGRAM. Contractor represents and agrees that it is enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a (h) (3) and §RSMo 285.525, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

10. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Missouri. Any and all legal action necessary to enforce the Agreement will be held in Jasper County, Missouri, or in U.S. District Court for the Western District of Missouri, and the Agreement will be interpreted according to the laws of Missouri.

11. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

12. ENTIRE AGREEMENT. This Agreement (including any Exhibits, Attachments, or Addendums

referenced herein) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties of this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

14. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

15. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

CITY OF JOPLIN, MISSOURI a Municipal Corporation (City)	JORDAN DISPOSAL, LLC a Missouri Corporation (Contractor)
By: _____	By: _____
Samuel L. Anselm Interim City Manager	Brian K. Jordan Owner