

Glass Collection and Recycling Contract
between the
City of Roeland Park, Kansas and Ripple Glass Recycling LLC

This Glass Collection and Recycling Contract (this "Agreement") is entered into ____ day of _____, 2022, by and between Ripple Glass, LLC, a Kansas limited liability company ("Ripple"), and the City of Roeland Park, Kansas, a governmental entity established under the laws of the State of Kansas (the "City") (collectively, the "Parties," and individually, the "Party").

Recitals:

A. In 2022 the City issued Bid 4, an RFP requesting proposals to provide curbside glass recycling services within the City.

B. The City awarded the contract to Ripple on _____ for glass collection and recycling services.

C. This Agreement is effective January 1, 2023 through December 31, 2025, with options to renew for two (2) one-year periods.

NOW, Therefore, in consideration of the premises and the terms and conditions of this Agreement, the parties agree as follows:

1. Recycling Award; Preferred Recycler. The City hereby awards Ripple the right to provide commercial and residential curbside glass recycling within the City (the "Program"). The City will (i) list Ripple as the provider on appropriate City website pages that discuss or promote glass recycling, (ii) refer Residents, businesses, and organizations within the City to Ripple if such parties express interest in glass collection, (iii) make Ripple aware of any City educational efforts and/or materials involving glass recycling, and (iv) advise Ripple of any new City initiatives or policies involving glass collection, processing and/or recycling within the City (whether voluntary or mandated).

2. City-Wide Glass Recycling Program. Ripple and the City agree to perform a city-wide glass recycling program.

A. Ripple will service all 2,851 single residential housing units within the City. Ripple will supply fourteen-gallon (14-gallon) purple Ripple totes to be used as recycling collection containers (the "Residential Bins"). Beginning on January 1, 2023 (the "Start Date"), Ripple will provide once-monthly glass collection services during the Term (as defined in Section 6) on the same day as the Residents' regularly scheduled trash collection day, with Residents having pickup on the first week of the month. The City will pay Ripple \$2.65

per month for each of the 2,851 homes within the City. The fee per home shall increase annually as outlined below:

- i. \$2.50 for 2023
 - ii. \$2.56 for 2024
 - iii. \$2.63 for 2025
- B. In addition to the monthly fee set forth above, if the price of Diesel fuel exceeds \$5.00 per gallon during the contract dates, The City will be charged 50% of the amount over \$5.00 per gallon (exe: If fuel reaches \$6.00/gallon, The City will be charged \$0.50 per gallon used to to service the City). 20 gallons of diesel fuel will be the assumed monthly consumption to service the City.

C. Ripple will provide service of 64-gallon carts to city buildings and 64 or 96-gallon carts, based on the City's preference, to parks and City facilities, as outlined below:

LOCATION	SERVICE LEVEL	FREQUENCY	MONTHLY COST
Community Center – 4850 Rosewood Drive	64g cart	Monthly	n/c
Nall Park – 48 th and Nall Ave	64g cart	Monthly	n/c
R Park – 5535 Juniper Dr	64g cart	Monthly	n/c

D. Ripple will provide service of 64-gallon carts to multi-family housing units. The service, will be contracted directly with the city; with the requirement that the multi-family housing units designate a point-of-contact for any operational concerns.

LOCATION	SERVICE LEVEL	FREQUENCY	MONTHLY COST
The Boulevard Apartments	8 – 64g	Weekly	\$200

E. The total amount billed to the City by Ripple will be \$ _____, which will be billed on a monthly basis, with payment due from the City on a net thirty (30) basis.

3. City Services. The City shall provide the following, in addition to its obligations set forth in Sections 1 and 2 above:

(a) Assistance in approving new, viable locations for Ripple to place roll-off collection bins within the City, including potentially assisting in connecting Ripple with privately-owned businesses or property owners who may be interested in hosting a roll-off collection bin.

(b) Assistance in establishing the Program with Residents, including (i) providing Residents with information about glass recycling and Ripple's collection services, (ii) engaging in an educational campaign for the Program (iii) allowing Ripple to use the City's logo in Ripple marketing efforts, (iv) assist Ripple with disseminating Resident surveys to assess current knowledge of glass recycling efforts, in addition to getting feedback on the service provided under the Program and recommendations for improvement; (vi) approving Ripple operation of its collection vehicles within the City, and waiving any noise ordinance violations for normal use of such collection vehicles by Ripple between the hours of 7 AM through 7 PM, while collecting recyclables pursuant to this agreement, (vii) designating a specific City personnel to coordinate with Ripple on all marketing efforts for the Program, and (viii) supplying Ripple with a list of all addresses within the City, homeowner names and any available contact information (subject to Ripple complying with all privacy laws applicable to such information).

4. Ripple Services. Ripple shall provide the following, in addition to its obligations set forth in Sections 1 and 2 above:

(a) continue to provide free collection of Ripple's public drop off location;

(b) provide and distribute the Residential Bins, which will come with a flyer containing information about the Program, what can be recycled, contact information to report a complaint or missed pickup, and a message from the City;

(c) provide recycling services for City-sponsored special events and other special events, as agreed upon between the City and the Ripple. Ripple will provide the recycling containers. Ripple will service the containers during regular business hours preceding and following the event. Infrequently, there may be a need to service the containers during the event or after regular business hours, as agreed upon between the City and the Ripple.

(d) provide, upon request, educational presentations to groups within the City to help increase glass recycling and decrease contamination. Sessions may include grade or school-wide presentations to students and school staff, private or government office employees, and interested city sustainability committees.

(e) provide monthly and quarterly reporting by the 15th of the month following quarter end (April, July, October, January). A sample template of this report is outlined in Exhibit A and will include (i) total quantities (in tons) of glass recyclable materials collected from single family residential units, multifamily residential units, City facilities, businesses and special events, (ii) total quantities (in tons) of recyclable materials processed and marketed to end-users, (ii) number of single-family residential units setting out totes for collection each month, (iii) number of single-family residential units currently receiving service, including the addition or

removal or residences as requested by the homeowner or by City Staff, (iv) number of multifamily residential units and/or businesses currently receiving service, including the addition or removal of customers as requested by the owner or by City Staff, (v) log of all complaints and reported missed pickups, and (vi) log of all resident addresses where “education tags” were left because non-targeted materials were set out for recycling.

6. Term and Termination. The initial term of this Agreement shall begin on January 1, 2023 and end December 31, 2025, with the City having the option to renew this Agreement for two (2) additional one-year periods (the “Term”). To exercise an option, the City must send written notice to Ripple no later than ninety (90) days prior to the end of the initial term or the first annual extension, respectively. This Agreement will terminate earlier upon either:

- (a) the expiration of ninety (90) days after either party provides written notice to the other party of intent to terminate this Agreement; or
- (b) a party’s termination for cause as set forth in Section 7 of this Agreement.

7. Termination for Cause. Either party may terminate this Agreement for cause effective immediately by written notice. “Cause” shall mean the following:

- (a) the other party’s violation of any material provision of this Agreement and the failure of such party to cure such violation within ten (10) days of receipt of written notice from the party electing to terminate this Agreement;
- (b) Ripple becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
- (c) Ripple files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
- (d) Ripple seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts;
- (e) Ripple makes or seeks to make a general assignment for the benefit of creditors;
- (f) Ripple applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(g) Ripple's violation of any law or regulation which adversely affects Ripple's ability to perform its obligations under this Agreement, and the failure of Ripple to cure such violation within ten (10) days of receipt of written notice from the City.

8. Inclusion of additional municipalities in service. Any municipality within 5 miles of the City shall be allowed to participate in this agreement at the set prices under the condition that they agree to a minimum of a three-year term.

9. General Compliance with Laws. The City and Ripple shall at all times comply with all laws applicable to this Agreement and its obligations under this Agreement.

10. Relationship of Parties. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

11. Representation and Warranties. The parties hereby represent and warrant that:

- (a) Each party is duly organized, validly existing, and in good standing in the jurisdiction of its incorporation or organization;
- (b) Each party is duly qualified to conduct business and is in good standing in every jurisdiction in which such qualification is required;
- (c) Each party has the full right, power, and authority to enter into this Agreement, to grant any rights or licenses hereunder, and to perform its obligations under this Agreement; and
- (d) The party representatives executing this Agreement on behalf of each party have been fully authorized by all necessary governmental, corporate or organizational action.

12. Governing Law; Forum Selection Clause. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas (United States of America) without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Kansas. Any action arising under the terms of this Agreement, including,

without limitation, any action to enforce this Agreement, shall be filed in the state court serving Johnson County, Kansas and the parties expressly consent to the jurisdiction and venue of such courts. The parties acknowledge that the courts referenced in this Paragraph 11 shall have exclusive jurisdiction over any claims arising under or related to this Agreement, and specifically waive any claims or defenses they may have which involve jurisdiction or venue.

13. Severability. In the event any provisions of this Agreement are deemed to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be deemed to be restricted in scope or otherwise modified to the extent necessary to render the same valid and enforceable. In the event that any such provision cannot be modified or restricted so as to be valid and enforceable, then the same shall be deemed excised from this Agreement if circumstances so require and this Agreement shall be construed and enforced as if such provision had not originally been contained herein.

14. No Third-Party Beneficiary Right. This Agreement and its terms and provisions shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted agents.

15. Entire Agreement. The parties acknowledge and declare that this Agreement contains the entire agreement with respect to the matters referenced herein, and that this Agreement supersedes and replaces any previous oral agreements. This Agreement is executed without reliance on any promise, warranty or representation, whether written or oral, by any party or by any representative of any party, other than those expressly contained herein.

16. Modification. No modification or amendment to this Agreement shall have any force or effect except where agreed to in writing and signed by the parties.

17. Assignment. This Agreement may not be assigned by either party without the prior, express written consent of the other party, which consent shall not be unreasonably withheld.

18. Notices. Notices required or permitted under this Agreement shall be in writing and deemed to have been given on personal delivery (including overnight courier service), by electronic mail, by facsimile upon a confirmation of receipt, or by U.S. Mail (first class mail) on the fifth day after such notice is deposited, postage prepaid and addressed to the respective Parties as follows:

If to Ripple:
Ripple Glass, LLC
c/o Pamela K Heaton, CPA
8826 Santa Fe Drive, Suite 100

If to the City:
Roeland Park City Hall
Attn: City Administrator
4600 W 51st Street, Suite #200

Overland Park, KS 66212

Roeland Park, KS 66205

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (including but not limited to email of pdf documents) or pursuant to e-sign applications or programs, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission (including but not limited to email of pdf documents) or pursuant to e-sign applications or programs, shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties, acting by and through their duly authorized representatives, have executed this Agreement as of the day and year first above written.

Ripple:
Ripple Glass, LLC

City:
City of Roeland Park, Kansas

By: _____
Name:
Title:

By: _____
Name:
Title:

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