



## **Board of Aldermen - Work Session Agenda**

**April 5, 2021**

**6:30 p.m. – City Hall \*\*\*Via Videoconference\*\*\***

---

**NOTICE:** \*Due to the Health Officer's orders for safety, public meetings and public comment during public meetings will require modification. The City of Smithville is committed to transparent public meetings and will continue this commitment during the COVID-19 crisis. Anyone who wishes to view the meeting may do so in real time as it will be streamed live on the city's FaceBook page through FaceBook Live. Attendance in person by members of the public will not be permitted.

- 1. Call to Order**
  
- 2. Discussion of Solid Waste Services**
  
- 3. Adjourn**



**Date:** 03/31/2021

**Prepared By:** Chuck Soules, Public Works Director

**Subject:** Solid Waste Services

In 2016 the City of Smithville established a Steering Committee to develop a Solid Waste Management Plan (attached). The plan was presented to the Board on May 17, 2016 however was never formally adopted. The Plan established several goals including:

- Identifying existing solid waste disposal systems
- A 40% reduction in solid waste through recycling or other diversion methods
- Education program
- Minimization of HHW (household hazardous waste)
- Provisions for disposal of compostable materials

Missouri Law has provisions that communities develop a Solid Waste Management Plan (<https://revisor.mo.gov/main/OneSection.aspx?section=260.220&bid=13889&hl=>) but that was challenged as an unfunded mandate and has not been required. The City currently operates under the MARC umbrella for solid waste planning, education, and programs.

In 2016 the City solicited proposals for residential solid waste collection (attached). WCA (now GFL) was awarded the contract beginning in 2017 and ending March 31, 2022. The contract is also attached. GFL provides solid waste collection services consisting of:

- Weekly collection of MSW (municipal solid waste)
- Weekly collection of recyclable materials
- Compostable material collection which is provided weekly and seasonally
- Bulky item pickup 2 times per year

The City has 3,621 residential solid waste accounts. The current cost the City pays to GFL is \$19.51 per household (we collect \$19.90 per household, the additional cost covers city participation in the household hazardous waste program through MARC).

As previously noted, the current contract with GFL expires March 31, 2022. The City must provide notice of a change in the service provider six months prior to expiration of

the contract.

The Board discussed the contract on February 2, 2021. The Board directed staff to discuss a potential for renewing the contract and including an option for downtown recycling, rate reduction, E-waste event, sticker on lid describing what is recyclable, and disincentive for additional trash carts.

GFL has submitted the attached proposal for renewal of solid waste hauling services.

The proposal includes a 5-year extension with an annual automatic renewal and:

- Extends the current contract for a term beginning November 1, 2021 and ending October 31<sup>st</sup>, 2026
- The first-year rate would be to \$17.98 per month with a 10% discount for city-approved seniors (current cost is 19.51)
- Contract would allow for annual increases not to exceed the Consumer Price Index for all Urban Consumers (CPI-U) – Garbage and Trash Collection.
- Maintain current service levels and limits (trash, recycling, yard waste)
- GFL will provide trash overage stickers program for additional trash bags (for limited high use periods, eliminating need for second trash cart)
- Utilize existing trash and recycling carts, and replace carts as needed
- To incentivize recycling, the monthly price for an extra trash cart would be \$10
- Continue the twice-yearly bulky item collection program
- Establish a downtown cardboard recycling program at no cost to the City
- Sponsor an annual paper shredding and e-waste recycling event at no cost to the City (fees may apply for certain items)
- Deliver mid-year and year-end reports on local solid waste issues
- Include auto-renewal contract language that provides non-renewal opportunities (with notice)
- Apply decals to recycling carts that detail acceptable and unacceptable material

Staff surveyed other communities to compare services and costs. That survey is attached.

Staff requests direction from the Board regarding the process to renew the solid waste services contract:

- Does the Board wish to enter into an agreement for an extended solid waste services contract with GFL?
- Does the Board desire to receive additional/other proposals for service?



March 11, 2021  
Cynthia Wagner  
City Administrator  
City of Smithville, MO  
107 W Main Street  
Smithville, MO 64089

Ms. Wagner:

WCA of Missouri, LLC, a division of GFL's Southwest Area, enjoys our relationships with the City of Smithville, and we appreciate the opportunity to discuss an extension of our current Contract for Residential Solid Waste Collection Services.

Our proposed five-year extension would begin at the conclusion of the current agreement. Existing collection limits would be maintained, existing carts would be used and current collection days would remain unchanged. Our proposal includes greater recycling opportunities and other service expansions. Notably, under our five-year extension scenario the first contract year reflects a price reduction from the current monthly rate of \$19.51 per household.

**WCA proposes the following:**

- Extend the current contract for a term beginning November 1, 2021 and ending October 31, 2026
- The first-year rate would be to \$17.98 per month with a 10 percent discount for city-approved seniors
- Contract would allow for annual increases not to exceed the Consumer Price Index for all Urban Consumers (CPI-U) – Garbage and Trash Collection.
- Maintain current service levels and limits (trash, recycling, yard waste)
- WCA will offer a trash overage sticker program for Smithville residents
- Utilize existing trash and recycling carts, and replace carts as needed
- To incentivize recycling, the monthly price for an extra trash cart would be \$10
- Continue the twice-yearly bulky item collection program
- Establish a downtown cardboard recycling program at no cost to the City
- Sponsor an annual paper shredding and e-waste recycling event (fees may apply for certain items)
- Deliver mid-year and year-end reports on local solid waste issues
- Include auto-renewal contract language that provides non-renewal opportunities (with notice)
- Apply decals to recycling carts that detail acceptable and unacceptable materials

We believe that our proposal would benefit all parties by providing service continuity along with fair, stable and predictable rates. WCA hopes local residents and officials share our interest in extending our partnership and our role as the solid waste service provider for the City of Smithville.

Carey Calabrese  
Missouri North District Manager  
WCA of Missouri, LLC

22820 S State Route 291, Harrisonville, MO, 64701  
Telephone: (816) 380-5595 Fax: (816) 380-5497

## Trash & Recycling Comparison

		Exc. Springs	Kearney	Liberty	Platte City	Raymore	Smithville
Contract With	Residential	Allied Waste	Republic	Republic	City of Platte City	Constable Sanitation	GFL Environmental (WCA)
	Commercial	no	no	no	yes (city limits only)	no	no
What is Collected Curbside?							
	trash	yes	yes	yes	yes	yes - \$14.45 mthy	yes
	cart provided?	65 gal	65 gal	65 gal	no cart	yes	yes
	additional cart fee?	\$3.00 mth	\$2.63/ mo				\$5.00 mth
	recycle	yes	yes	yes	yes	yes - \$5.20 mthly	yes
	cart provided?	65 gal	65 gal	65 gal	95 gal	yes	yes
	additional cart fee?	\$3.00 mth	no	no	one cart	one cart only	no
	glass?	no	no	no	no	no	no
	compost	no	\$137.70 annually	added fee*	no	yes -\$12.95 mthy	yes
	tires	no	no	no	no	no	no
collection frequency							
	trash	weekly	weekly	weekly	weekly	weekly	weekly
	recycle	weekly	weekly	weekly	weekly	weekly	weekly
	compost	drop off only	weekly April -Nov.	weekly	\$20 / pick up	weekly	weekly **
Bulky Item							
	included in cost?	no*	yes	yes	add cost depend on item, couch \$40, fridge \$60	yes	yes
	frequency	drop-off only		by appt. - 2x yr	1X per year	1 item 1X each month	2X per year
		cash pmt at time of drop off					
Cost of Service		\$23.65	\$14.61	\$17.70	\$15.00	\$19.65	\$19.90
						\$19.65 trash & recycle	
	Senior discount?	no	yes	yes	no	no	no
			\$4 per month	50% reduction			
Other							
	Recycling Drop Off?	yes	yes	yes			no
	Compost Drop OFF?	yes	yes	tree limbs only	yes - \$20 annually		no
	Participate in HHW?	yes	yes	yes	yes	yes	yes
	Ripple Glass Drop Off?	unknown	unknown	yes	yes	yes	yes
Population		11,000	10,000	31,779	4700	19,206	10,000
Special Notes	Excel. Springs	*appliances can be dropped off at recycle site					**modified during winter months
		other items are charged per item.					
	Gladstone	* residents choose from 3 companies					
		Republic, KC Waste or Deffenbaugh					
	Kearney	offers refrigerator recycling					
	Liberty	*compost cost is \$205.95 annually or \$51.48 per quarter					
		95 gallon yard waste tote supplied by Republic					
		if using the tote they add 5 additional yard waste bags weekly					
		if NOT using the cart there is a 10 bag limit each week					
		NO Cart pick up Jan -March due to moisture concerns					
	Parkville	* residents choose from 4 companies					
		host Spring & Fall "clean up" events					
		yard waste drop off in Gladstone					
	Platte City	Residential service provided by City within City limits					
		Commercial service provided by City and private waste companies					
		4 tires can be put with bulky pick-up					
		Can pay for additional bulky item pick up					
	Raymore	*****residents can put up to 4 bags out with the cart					
		fee for trash, recycle & yard waste = \$32.60 mthly					
		Electronic recycling event held annually					

# **EXHIBIT 1**

## **CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT entered into this 4<sup>th</sup> day of October, 2016 by and between the City of Smithville Missouri, a political subdivision in the State of Missouri (hereinafter referred to as "City"), and, Waste Corporation of Missouri, LLC, a Delaware Limited Liability Company authorized to do business in Missouri as WCA of Missouri, LLC (hereinafter referred to as "Contractor").

WITNESSETH:

**WHEREAS**, the City sent out requests for proposals/invitation to bid no. 2016-18 for the Residential Solid Waste Collection Services, which RFP is attached hereto and incorporated herein by reference, as **Exhibit A**; and

**WHEREAS**, Contractor delivered the detailed Bid for Residential Solid Waste Collection Services, which is attached hereto as **Exhibit B** (the "Bid"); and

**WHEREAS**, the Contractor was deemed by the City the successful bidder and its Bid has been accepted by the City.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. **CONTRACT DOCUMENTS**: The Contract between the parties shall consist of this Contract, **Exhibit A**, and **B**. The Parties further agree that this Contract is a memorialization and a supplement to **Exhibits A**, and **B** attached hereto. In the event of a conflict in the interpretation of the contract documents, the parties agree that the terms within the contract documents shall be construed or given binding effect in the following order:

- a) Exhibit A; and then
- b) This Contract; and then
- c) Exhibit B.

2. **DUTIES AND RESPONSIBILITIES**: The Contractor shall furnish all of the labor, supplies and materials and perform all of the work set out forth in **Exhibit A & B**. Additionally, Contractor and City agree as follows:

- a) Contractor will use routes reasonably approved by the City to pick up Solid Waste, Recycling, and Yard Waste from the Residents of the City and agrees only to deviate from such routes to the extent reasonably necessary to perform its services under the Contract Documents. In establishing said routs, Contractor will work with the City and the City's police force to accommodate as much as possible traffic patterns within the City, as well as previously established routes. Given the anticipated growth within the City, this may require as many as 5 days a week for Contractor to perform its collection services.
- b) Contractor will, at least ten (14) days prior to January 1, 2017, communicate by mail with the residents of the City concerning the service being made available to them from

- d) Contractor will observe three holidays per year, Thanksgiving, Christmas and New Year's Day. Holiday pickups will occur on the next collection day unless said day is a Sunday.
- e) Contractor will reasonably use social media to communicate with the City's resident's concerning issues which affect Contractor's services and the timing of those services. Additionally, when possible Contractor will directly contact the residents regarding any event which affects Contractor's services and the timing of those services.

3. TERM: This Agreement shall remain in full force and effect until March 31, 2022 or until terminated by the City as set forth in the RFP. The City shall have the right to renew the Agreement annually as set forth in **Exhibit A**.

4. CONTRACT PRICE: The Residents shall pay the Contractor for services rendered pursuant to the Agreement with the City as follows as set forth in **Exhibit B**.

5. COMPLIANCE AND REQUIREMENTS: All services, labor and materials to be furnished and performed by the Contractor shall be to the reasonable satisfaction of the Mayor who will be acting on behalf of the City.

6. NOTICES Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service with confirmation of delivery by the overnight delivery service. Notice to the City shall be sent to the City Manager at 107 W. Main Street, Smithville, MO 64089. Notice to Contractor shall be sent to the Contractor at 19212 E. 231st St., Harrisonville, MO 64701. Either party may designate such other person and/or delivery address from time to time by written notice to the other party.

7. INDEPENDENT CONTRACTOR: The Contractor warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Contractor shall finance its own operations and shall operate as an independent contractor and not as an agent of the City, and shall indemnify and hold the City free and harmless from all liabilities, costs and charges by reason of any act, omission or representation of the Contractor or of its agents, and employees, including costs and attorney's fees.

If required by Missouri law, Contractor shall at all times cause all of its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Contractor will indemnify and hold the City harmless for any and all damages and liabilities, including attorney's fees and costs, for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work.

The Contractor will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$2,000,000.00. The Contractor will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from any and all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City, and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by the City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Contractor's failure to maintain the required insurance in effect, the City may order the Contractor to immediately terminate its work until the breach has been cured or terminate this Contract.

The City represents and warrants to Contractor that all public streets, roadways or other surface areas that the Contractor will need to use to perform the waste collection services contemplated by this Contract are able to withstand the weight and impact of Contractor's fully-loaded vehicles, except any and all bridges located inside the City. All bridges are marked with their respective weight limits, and contractor shall comply with bridge weight limits as posted or otherwise provided. Accordingly, the City releases and waives any claims it may have or make for any damage to public streets, roadways or other surface areas resulting from the Contractor's performance of the services under this agreement, excluding, however, from such release and waiver any damages that are caused by the Contractor's negligent acts or omissions and for accidents for which the Contractor is determined to be at fault.

8. ASSIGNMENT: The Contractor shall not assign this Contract or any amount payable hereunder without the prior written consent of the City, provided, however, the Contractor shall not be in breach of this prohibition on assignment if it elects to have the collection services for the City performed from time to time by a wholly-owned subsidiary of the Contractor (such as Town And Country Disposal of Western Missouri, LLC).

9. CONFLICTS OF INTEREST: The Contractor warrants and represents that neither the Contractor nor its officers, directors, members, agents, employees or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

10. EXTRAS: No claim for payment (in excess of the amount set forth in this Contract) for extra services or materials of any kind shall be made by the Contractor or shall be paid by the City or its Residents unless the same is performed or furnished pursuant to a written agreement executed by the City and the Contractor. Accordingly, the Contractor shall not be obligated or responsible for performing an additional or special services not expressly provided for in the Contract Documents, such as storm debris collection and removal, other than pursuant to a written agreement executed by the City and the Contractor.

11. COMPLIANCE WITH LAW: This Contract is entered into subject to the federal, state, and local laws, charters, ordinances and regulations. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Contract.

12. NOT A JOINT VENTURE: Nothing contained in this Contract shall be deemed to constitute the City and the Contractor as partners in a partnership or joint venture for any purpose whatsoever.

13. ENTIRE CONTRACT/AGREEMENT: This Contract constitutes the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Contract/Agreement, shall affect, modify or add to the terms or obligations contained in this Agreement. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Contractor.

14. RECORDS: The Contractor shall maintain all records for inspection by City



representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Contractor agrees that the City Auditor or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract and subject to prior written request of not less than five (5) days have access to and the right to examine any and all pertinent books, documents, papers and records of the Contractor involving the transactions related to this Contract.

15. WAIVER: The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Contract can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by the Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

16. SEVERABILITY: All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

17. UNEMPLOYMENT INSURANCE AND TAXES: The Contractor shall pay, at the Contractor's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Contractor will be approved unless the Contractor is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

18. SURVIVAL OF WARRANTIES: All warranties and representations of the Contractor hereunder shall survive final payment and acceptance of the work.

19. APPLICABLE LAW: the laws of the State of Missouri shall govern this contract. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

20. CONTRACT LANGUAGE The language of this Contract reflects negotiations between Contractor and the City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall be deemed to be the controlling original.

21. BINDING EFFECT: This Contract is binding on the parties hereto, their heirs, successors and assigns.

22. FORCE MAJEURE: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act or duty required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for

performance of such act shall be extended by a period equivalent to the period of such delay.

23. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION: Pursuant to 285.530 R.S.Mo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting a completed, notarized copy of EXHIBIT C to this Contract AFFIDAVIT OF WORK AUTHORIZATION and

- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

24. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties and neither party shall be bound by any provisions, representations or agreements except as are herein expressly set forth.

25. CONDITION PRECEDENT: This Contract shall be null and void and of no effect unless and until the City has by Ordinance passed by the City Board of Alderpersons, obtained the authority to enter into this Contract.

26. EFFECTIVE DATE: The effective date of the Agreement shall be deemed to be when all of the required signatures have been executed by the City and the Contractor and the Condition Precedent set forth in preceding Paragraph has been met.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

THE CITY OF SMITHVILLE

By: B. J. Fulmer  
Mayor  
Name: \_\_\_\_\_

CONTRACTOR: Waste Corporation of Missouri, LLC dba WCA of Missouri, LLC  
By: Kevin O'Brien

Title RVP

Exhibit C

STATE OF ~~MISSOURI~~ <sup>TEXAS</sup> )  
 ) ss  
COUNTY OF Harris )

**AFFIDAVIT**

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Kevin O'Brien who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Kevin O'Brien and I am currently the Regional Vice President of Waste Corporation of Missouri, LLC dba WCA of Missouri, LLC (hereinafter "Contractor"), whose business address is

19212 E. 231st St., Harrisonville, MO 64701, and I am authorized to make this Affidavit.

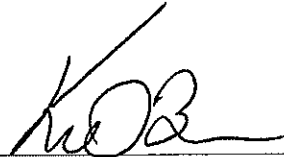
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

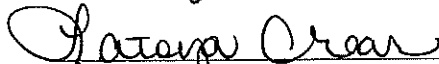


[SIGNATURE]

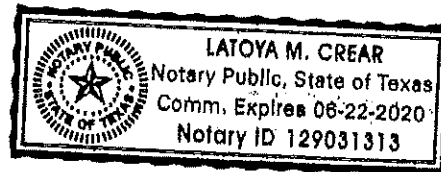
Kevin O'Brien

[Printed name], Affiant

Subscribed and sworn to before me this 30th day of August, 2016.

  
Notary Public

My Commission Expires: State of  
~~Missouri~~ Texas  
Commissioned in Harris County  
Commission # 129031313



**PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division



Company ID Number: 40636  
Client Company ID Number: 297548

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), WCA Management Company, L.P. (Employer), and LawLogix Group, Inc. (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



Company ID Number: 40635  
Client Company ID Number: 297548

### Information Required For the E-Verify Designated Agent Program

#### Information relating to your Company:

Company Name: WCA Management Company, L.P.

Company Facility Address: One Riverway, Suite 1400

Houston, TX 77056

County or Parish: HARRIS

Employer Identification  
Number: 760700073

North American Industry  
Classification Systems  
Code: 662

Parent Company: WCA Waste Corporation

Number of Employees: 1,000 to 2,499

# E-Verify



Company ID Number: 40838  
Client Company ID Number: 37648

Approved by:

Employer WCA Management Company, L.P.

Michael A. R.  
Name (Please Type or Print)

Vice President  
Title

[Signature]  
Signature

1-19-10  
Date

Designated Agent LAW Group, Inc.

Ronnie Ho  
Name (Please Type or Print)

\_\_\_\_\_  
Title

Electronically Signed  
Signature

01/19/2010  
Date

Department of Homeland Security - Verification Division

Rebecca K. Green  
Name (Please Type or Print)

Deputy Branch Chief E-Verify  
Title

Rebecca Green  
Signature

1/19/10  
Date