

**HOUSEHOLD HAZARDOUS WASTE
ONE-DAY COLLECTION
SITE USE AGREEMENT**

This agreement ("Agreement") is made as of this 4 day of May, 2015, by and between Sedgwick County, Kansas, ("County"), and the City of Derby, Kansas ("City").

WHEREAS, County has offered to host an event for the collection of household hazardous waste from the general public; and

WHEREAS, Clean Harbors has been selected as contractor to County to provide waste disposal services; and

WHEREAS, City wishes to use Derby High School Parking Lot as the location for collection of household hazardous waste on Saturday, June 27, 2015.

NOW, THEREFORE, County and City, each in consideration of the promises of the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Household Hazardous Waste Materials

For the purposes of this Agreement, household hazardous waste (HHW) shall be defined as those solid, liquid, or semi-solid materials which are originally generated by individual households, such as gasoline, other fuels, used motor oil, anti-freeze, solvents, and latex and oil-based paints. The term HHW also includes containers if they contain HHW. The term HHW also includes any other material which is brought upon the Site as a result of or in response to Collection Day activities, whether or not such material meets the aforesaid definition.

2. The Site

As used herein, the "Site" shall mean the Derby High School Parking Lot, located at 920 N. Rock Rd., Derby, KS. The Site shall not include any buildings at 920 N. Rock Rd., and no right of access to any building is granted by this Agreement. Access to and from the Site shall be from Madison Ave, via the entrances on either side of the Parking Lot, with additional access for County and Clean Harbors (County's vendor) from the James Street entrance.

3. City Responsibilities

City, at the request of County, agrees to:

- A. Allow County, through its contractor Clean Harbors, to conduct a drop-off operation for the collection of HHW at the Site, at no charge to Derby residents.
- B. Allow said collection to occur on Saturday, June 27, 2015 (the "Collection Day").

- C. Keep the Site open for the acceptance of HHW materials from Derby residents from 9:00 a.m. until 1:00 p.m. on Collection Day.
- D. Allow Clean Harbors to mobilize its equipment and personnel on the site beginning at 3:00 p.m. on Friday, June 26, 2015.
- E. Allow Clean Harbors to demobilize from the site as soon as practicable after the end of collections.
- F. Provide labor to unload the vehicles (no special training, can use volunteers).
- G. Provide traffic signage and traffic control.
- H. Provide 20 cu yd trash receptacle or equivalent and trash disposal cost.
- I. Provide in house advertising for the event.
- J. Provide a suitable site for event.
- K. Provide a forklift, with or without operator.
- L. Provide site cleanup before and after the event.

4. County Responsibilities

County, with its agent Clean Harbors, agrees to:

- A. Conduct HHW collections at the Site in accordance with the requirements specified by County.
- B. Mobilize to and demobilize from the Site as set forth in Section 3, above.
- C. Ensure that all HHW is removed from the Site on the Collection Day and that the Site is returned to the same condition which it was in prior to its use as set forth herein.
- D. Use best efforts to exclude from the Site materials which do not qualify as household hazardous waste.
- E. Coordinate with Derby's Public Works Coordinator or his/her designee regarding all aspects of the activities hereunder, including arrangements being made by County for publicity and public relations respecting Collection Day activities.
- F. Provide trained labor for sorting, processing, and packaging the waste

- G. Provide transportation of hazardous wastes
- H. Pay Hazardous waste disposal costs
- I. Provide tent, tables, and miscellaneous equipment
- J. Provide an oil trailer
- K. Provide labor for set up and take down
- L. Provide advertising for the event (regional)

5. Notice

Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt required, to the address of the respective party below.

6. No Compensation

No compensation or reimbursement to Derby is authorized under this agreement.

7. Notice

County Contact: Sedgwick County, Household Hazardous Waste Department
Operation Supervisor Charles Gunter
801 Stillwell
Wichita, KS 67213
Office: 316-660-7464
Cell: 316-371-1171
Fax: 316-383-4576

Derby Contact:

Derby Public Works
Amy Smith
Cell Mulberry
Derby, KS 67037
316-788-0301

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first set forth above.

SEDGWICK COUNTY, KANSAS

RICHARD RANZAU, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

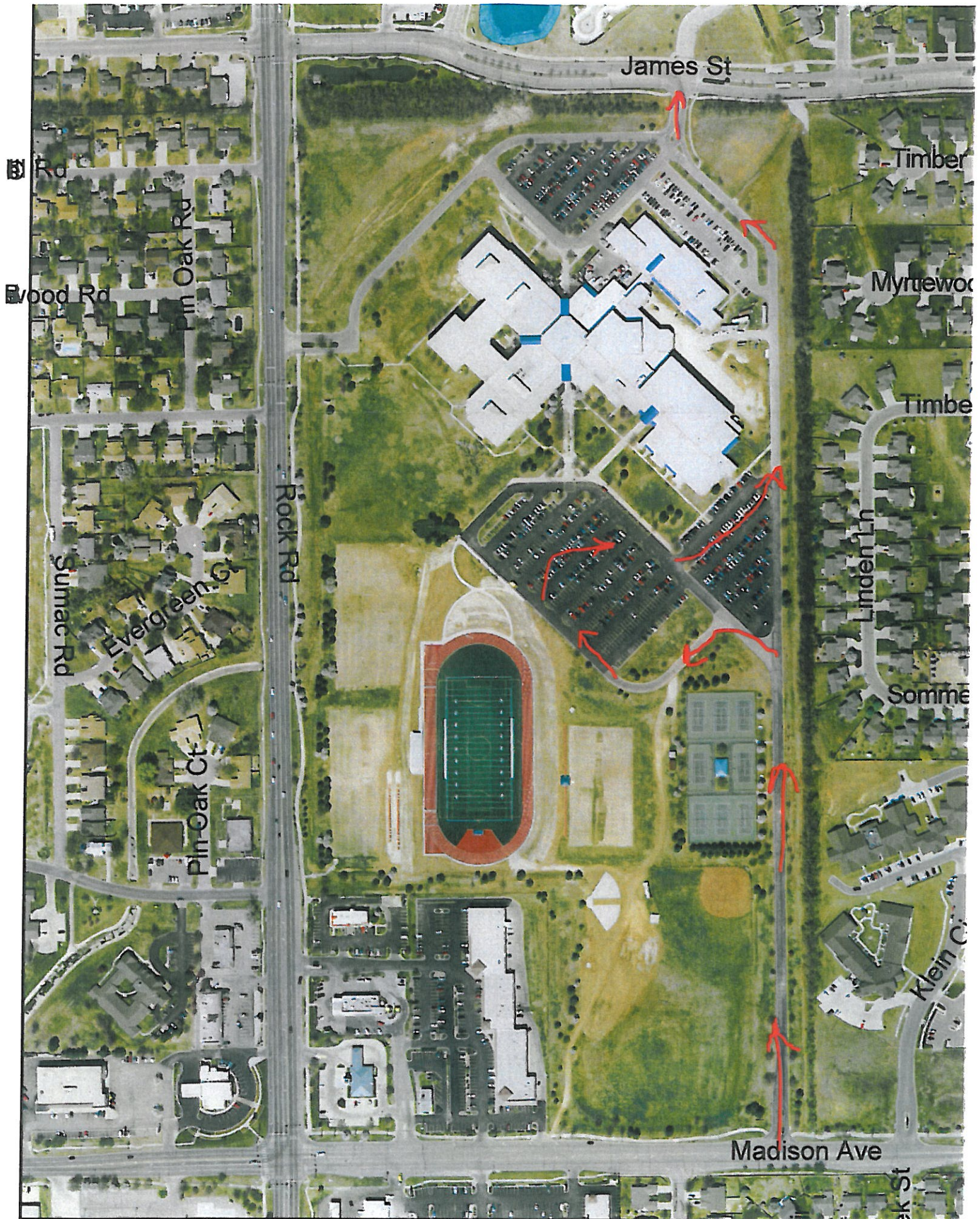
KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:

Jennifer Magaña
JENNIFER MAGAÑA
Deputy County Counselor

CITY OF DERBY, KANSAS

Amy Smith
Amy Smith
Public Works Coordinator



Household Hazardous Waste Event Traffic Flow

