

**SITE USE AGREEMENT FOR THE COLLECTION OF HOUSEHOLD HAZARDOUS
WASTE**

**by and between
SEDGWICK COUNTY, KANSAS
and
COLWICH, KANSAS**

This Agreement made as of this 6th day of March, 2017, by and between Sedgwick County, Kansas (“County”), and the City of Colwich, Kansas (“City”).

WITNESSETH:

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

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

WHEREAS, City wishes to use City Administrative Center, located at 310 S. 2nd St., Colwich, Kansas (the “Site”) as the location for collection of household hazardous waste on Saturday, May 6, 2017 (“Collection Day”).

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

1. Household Hazardous Waste Materials. For purposes of this Agreement, household hazardous waste (“HHW”) shall be defined as, although not limited to, 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. HHW also includes containers if such containers contain HHW, and 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. Site. As used herein, the term “Site” shall mean only 310 S. 2nd St., Colwich, Kansas. The Site shall not include any of the buildings located at 310 S. 2nd St. No right of access to any building located at the Site is granted by this Agreement. Access to and from the Site shall be solely from the E. Kansas Ave. entrance.

3. Compensation. Both parties agree that no compensation or remuneration shall be exchanged, requested or expected for activities in connection with this Agreement. At no time shall anyone from the City be construed as a County employee or eligible, under any circumstances, for any County benefits, including, but not limited to, workers compensation.

4. City Responsibilities. City 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 Colwich residents.

- b. Allow said collection to occur on Saturday, May 6, 2017.
- c. Keep the Site open for the acceptance of HHW materials from Colwich residents from 9:00 a.m. until 12:00 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, May 5, 2017.
- e. Allow Clean Harbors to demobilize from the Site as soon as practicable after the end of collections.
- f. Provide labor (volunteers permitted) to unload passenger vehicles.
- g. Provide traffic signage and control.
- h. Provide in-house advertising for Collection Day.
- i. Provide a suitable site for Collection Day.
- j. Provide a forklift or the equivalent thereof, with or without an operator, on Collection Day.
- k. Provide Site cleanup before and after Collection Day.

5. County Responsibilities. County, through its agent Clean Harbors, agrees to:

- a. Conduct HHW collection at the Site in accordance with the requirements specified by County.
- b. Mobilize to and demobilize from the Site as set forth in Section 2 herein.
- c. Provide a dumpster and ensure that all HHW is removed from the Site on 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 HHW.
- e. Coordinate with City's designee regarding all aspects of the activities hereunder, including arrangements being made by County for publicity and public relations with respect to Collection Day activities.
- f. Provide trained labor for sorting, processing, and packaging HHW.
- g. Provide transportation of HHW.
- 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 regional advertising for Collection Day.

6. **Notice.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Household Hazardous Waste
Attn: Charles Gunter, Operations Supervisor
801 Stillwell
Wichita, KS 67213
HHW Facility: 316-660-7458

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790
Office: 316-660-9350

Contractor: Colwich, Kansas
Attn: Corey Heck, Public Works Director
310 S. 2nd St.
P.O. Box 158
Colwich, KS 67030
Office: 316-650-5633

7. **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

8. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

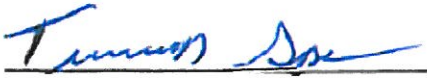
9. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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

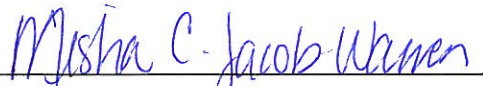
CITY OF COLWICH, KANSAS

DAVID M. UNRUH, Chairman
Commissioner, First District



TERRENCE D. SPEXARTH
Mayor

APPROVED AS TO FORM ONLY:



Misha C. Jacob-Warren
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk