

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

by and between  
**SEDGWICK COUNTY, KANSAS**  
and  
**CITY OF GARDEN PLAIN**

This agreement ("Agreement") made as of this 27 day of April, 2018, by and between Sedgwick County, Kansas ("County"), and the City of Garden Plain ("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 the High School Football field parking lot, located at 900 N. Section Line Rd., Garden Plain, Kansas (the "Site") as the location for collection of household hazardous waste on Saturday, June 16, 2018 ("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 the use of the 900 N. Section Line Rd., Garden Plain, Kansas parking lot. The Site shall not include any of the buildings located at 900 N. Section Line Rd. 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 north, via the entrances on either side of the parking lot, with additional access for the County and Clean Harbors (County's vendor) from the west 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 of Garden Plain (employees or volunteers) be construed as a County employee or eligible, under any circumstances, for any County benefits, including, but not limited to, workers compensation.

4. **Garden Plain 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 residents.
- b. Allow said collection to occur on Saturday, June 16, 2018.
- c. Keep the Site open for the acceptance of HHW materials from 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 15, 2018.
- 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 Garden Plain's City Clerk, Kimberly McCormick, or her 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

and

Sedgwick County Counselors Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, KS 67203-3790

Contractor: Garden Plain, Kansas  
Attn: Kimberly McCormick, City Clerk  
P.O. Box 336 - 505 N. Main St.  
Garden Plain, KS 67050  
Office: 316-531-2321

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.

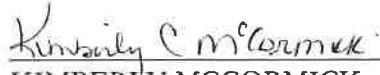
9. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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.

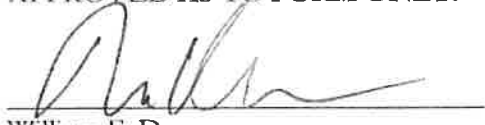
SEDGWICK COUNTY, KANSAS

CITY OF GARDEN PLAIN

\_\_\_\_\_  
DAVID T. DENNIS, Chairman  
Commissioner, Third District

  
\_\_\_\_\_  
KIMBERLY MCCORMICK  
City Clerk

APPROVED AS TO FORM ONLY:

  
\_\_\_\_\_  
William F. Deer  
Assistant County Counselor

ATTESTED TO:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk