CHRISTMAS TREECYCLE PROGRAM AGREEMENT

THIS CONTRACT is entered into this _____ day of December 2006, by and between the Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as "County," and the City of Wichita, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, County wishes to make available certain services to residents of Wichita, Kansas; and

WHEREAS, County warrants that it is capable of providing the services hereinafter described and desires to support recycling efforts in the community; and

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

1. Contractor Status: City hereby agrees to engage County as an independent contractor and County hereby agrees to fulfill the purpose, goals and objectives set forth in this contract.

2. Term: This contract shall be effective December 22, 2006, and shall expire January 23, 2011.

3. Purpose: For the City of Wichita and Sedgwick County to provide site set-up, site monitoring and maintenance, Christmas tree grinding and hauling, mulch production and distribution for public use, closing down, and making final site clean-up, for this program, hereinafter referred to as "TreeCycle."

4. Location: City will designate an appropriate site for TreeCycle activities and shall provide notice to County no later than December 1 of each year of this term.

5. Period of Services: The TreeCycle program is to run from December 22 of each year of this agreement, through and including January 23, of each year of this agreement, the final clean-up day.

6. Site Set-up and Maintenance: All TreeCycle sites shall be set up, completed, and ready to receive trees from the public by five (5) p.m. on December 22, of each year of this agreement. Each site shall be marked by signs which are to be set where they are easily visible to be seen by the public, and are posted in accordance to the code of the City of Wichita. City is responsible for obtaining such signs.

7. Grinding: The County warrants that all Christmas trees brought to or within one hundred (100) feet of any of the sites from December 22, of each year of this agreement, through and including January 23, of each year of this agreement, will be ground into a medium grade mulch for the TreeCycle program. The grinding of trees shall occur at least twice each year of the program, or often enough not to allow the trees to become a nuisance or danger to any of the surrounding homes or enterprises. This task shall be accomplished by one or both of these two methods:

   a. The County may grind the trees on site and leave the resulting mulch at that spot.
   b. The County may haul the trees to another site for grinding and then return the mulch.

8. Mulch: The mulch resulting from the grinding of Christmas trees shall be left at the prospective TreeCycle site for the public to pick up and take for its use. Mulch shall not be placed on any sidewalks, parking areas or in any location where it will interfere with public access to the area. Mulch shall be easily available for the public to load. Mulch shall not be supplied to contractors, sub-contractors, vendors or commercial entities.

9. Handling of Material: County shall be responsible for providing all means of handling trees and delivering the resulting mulch back to the TreeCycle sites. City shall not be required to assist in the loading or unloading of any of the trees, the hauling of trees or mulch, in the loading or unloading of any of the resulting mulch, nor in the handling in any manner of the trees or mulch.

10. Damage to Equipment: City is not responsible for damage to equipment, hammers, knives, fencing containers, or any part of any equipment or personal injury as a result of foreign material in the tree debris brought into the TreeCycle sites. It is the County's responsibility to inspect the trees prior to grinding to remove and dispose of any foreign object and/or materials.

11. Insurance and Indemnification: Sedgwick County, Kansas is self-funded for the purposes of Comprehensive General Liability, Employers Liability, and Workers Compensation Insurance.

    City agrees and covenants that it will hold and save harmless and indemnify County, its officers, agent, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of City or of any employee or agent of City to the degree such indemnification is allowed by law.

    County agrees and covenants that it will hold and save harmless and indemnify City, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act

or omission of County or of any employee or agent of County to the degree such indemnification is allowed by law.

12. Notification: The County's staff contact person shall maintain either a beeper, a cellular telephone, or some sort of communication method by which he/she may be easily contacted during the contractual period by City staff so that messages, concerns, or problems which have arisen may be conveyed. All written notifications pursuant to this contract shall be sent to the following:

City _____
_____
_____

County Caroline Hosford,
Sedg. Co. Environmental Resources
2625 S. Tyler
Wichita, KS 66215

IN WITNESS WHEREOF, City and County have executed this contract as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, KANSAS

_____
BEN SCIORTINO, CHAIR

ATTEST:

_____
Don Brace, County Clerk

APPROVED AS TO FORM:

Jennifer Magana
Jennifer Magana, Assistant County Counselor

CITY OF WICHITA

_____
Carlos Mayans, Mayor

CITY OF WICHITA

_____
,CITY CLERK

APPROVED AS TO FORM:

Gary E. Rebenstorf