

**CITY OF CLARKSTON
CITY COUNCIL AGENDA
829 5th Street
MONDAY, FEBRUARY 23, 2015**

- 1. CALL TO ORDER: 7:00 P.M.**
- 2. PLEDGE OF ALLEGIANCE:**
- 3. AGENDA CHANGES:**
- 4. APPROVAL OF MINUTES:
February 9, 2015, Regular Meeting,**

- 5. COMMUNICATIONS:**
 - A. From the Public (Please limit comments to 3 minutes)**
 - B. From the Mayor**
 - C. From Staff or Employees**

- 6. COMMITTEE REPORTS:**
 - A. Finance – Audit Report on Current Bills**
 - B. Public Safety – February 17**
 - C. Public Works – no meeting**
 - D. Administrative/Intergovernmental – February 23**
 - E. Community Development – February 17**
- 7. UNFINISHED BUSINESS:**
 - A.**

- 8. NEW BUSINESS:**
 - A. Approval of Art Project for Foster Park (CD)**
 - B. Mutual Aid Agreement for Fire and EMS with City of Lewiston (PS)**
 - C. Biosolids & Composting Agreement with Clearwater Composting (Admin)**

- 9. COUNCIL COMMENTS**
- 10. MEDIA QUESTIONS**
- 12. ADJOURN:**

Time limits for addressing the council have been established by council direction. Presentations are limited to 15 minutes and public comments are limited to 3 minutes per person, per topic.

CLARKSTON CITY COUNCIL MINUTES
February 9, 2015

COUNCIL:

<input checked="" type="checkbox"/> Beadles	<input checked="" type="checkbox"/> Nash
<input checked="" type="checkbox"/> Provost	<input checked="" type="checkbox"/> Baumberger
<input checked="" type="checkbox"/> Kolstad	<input checked="" type="checkbox"/> Blackmon
<input checked="" type="checkbox"/> Manchester	

STAFF:

Chief Hastings Chief Cooper Clerk Storey City Attorneys Grow and Richardson PWD Martin

AGENDA CHANGES:

APPROVAL OF: MOTION BY BEADLES/NASH to approve the minutes of the January 26, 2015, Regular Meeting. Motion carried.

COMMUNICATIONS:

A. From the Public: Stan Paul, 834 6th Street said he received complaints from a neighbor about parking on the street. He said there are signs designating parking restrictions along 6th Street. He said there is a loading zone taking up part of the available parking in front of his business location. He said it is seldom used. He asked to have that loading zone eliminated. He also commented that there are bicycles and skateboards used on the sidewalks. He asked that if the city is going to enforce the regulations that they be enforced equally for all locations.

Chief Hastings said council established a two-hour limit on 6th Street in 1981 by ordinance. It could be changed by council.

B. From Mayor: Mayor Warren appointed Warren Frudd to serve a six year term on the Civil Service Commission. The appointment is effective from October 1, 2014 through September 30, 2020.

C. From Staff: Chief Cooper said there is a change being considered in the liability language on the mutual aid agreement with City of Lewiston. He expects to bring the final language back for approval at the next meeting.

COMMITTEE REPORTS:

Finance: Councilmember Provost reported the bills were reviewed and approved for payment. Total expenditures February 9, 2015 of \$390,238.96. MOTION BY PROVOST/BLACKMON to approve the bills. Motion carried.

Public Safety: Committee met February 3. Attending were Beadles, Provost, Jones, Braddock, Cooper, Hastings. Committee reviewed a request for street closure for Alive after Five events and recommends approval. Chief Hastings said that Commander Smith will be retiring at the end of March and will become the jail commander for Asotin County. Police officers will be attending training on dealing with mental health issues. Building security is being reviewed. The City was notified that the actions of an alert mail carrier got medical attention for a resident. Chief Cooper will see if a letter of appreciation is in order. The mutual aid agreement with Clearwater Paper is on the agenda for council action.

Public Works: Committee met on February 4. The biosolids agreement with Clearwater Composting is being finalized. There are some warranty issues at the WWTP that may require some additional expense to resolve. PWD Martin is looking at a service contract for the generator at the treatment plant. Quotes will be sought for trimming the trees on 6th Street. Concrete work is set to begin on the 13th St project February 23. Vern Owens of the Lewis Clark Bicycle Alliance attended.

Admin Committee: Councilmember Manchester said committee met earlier today. There was nothing to report.

Community Development: No meeting. Councilmember Kolstad said there is a bill in the legislature to provide revenue sharing of marijuana excise tax with entities that allow businesses in their jurisdictions. He requested that the committee review the decision to ban marijuana businesses in light of the potential funding. Committee will discuss.

UNFINISHED BUSINESS:

NEW BUSINESS:

A. Resolution No. 2015-03, Authorizing Loan to the TBD

Resolution No. 2015-03 was read by title. MOTION BY NASH/BEADLES to approve Resolution No. 2015-03. Motion carried, 6-1, Kolstad opposed.

B. Loan Agreement with T BD

MOTION BY BEADLES/BLACKMON to authorize the mayor to sign the loan agreement. Motion carried, 6-1, Kolstad opposed.

C. Mutual Aid Agreement with Clearwater Paper

Chief Cooper said this agreement provides that the city respond to Clearwater Paper if called and they would reimburse the City for expenses. If Clearwater Paper responds to the City, there is no fee involved. The City also benefits by training with Clearwater Paper. Councilmember Blackmon asked about the term of agreement. Cooper said the agreement is for one year, with automatic renewal. MOTION BY NASH/BEADLES to approve the mutual aid agreement with Clearwater Paper. Motion carried.

D. Authorization for Street Closures, Alive after Five

MOTION BY BEADLES/NASH to authorize the street closures for Alive after Five from Elm to Chestnut Streets. Motion carried.

COUNCIL COMMENTS: Councilmember Kolstad commented that given the City's current budget status it is arrogant and reckless of the council not to look at possible revenue options the legislature is considering for regulated marijuana. He said when we are talking about laying off firefighters and the council isn't interested in additional revenue to the tune of \$100,000 to \$200,000 he thinks that is reckless. Councilmember Provost said he appreciates Kolstad's feelings on this topic. But he remembers a point in time when Kolstad was financially engaged in the sale of marijuana. Kolstad challenged the statement saying he has never sold marijuana and is not involved in the sale of marijuana. Provost said that at one time Kolstad was recusing himself from discussion of marijuana regulation. Provost said he doesn't think financial gain is a reason to subject the residents to marijuana. Councilmember Beadles commented on all the damage alcohol has done to our society and he doesn't think adding another substance for the sake of tax dollars is something the council should consider. Councilmember Nash said he doesn't see any point in discussing the topic until the legislature has made a decision.

MEDIA QUESTIONS:

EXECUTIVE SESSION: Council went into Executive Session at 7:30 p.m. to discuss litigation. Anticipated length is session is 5 minutes with no decisions to be made as a result. Councilmember Baumberger left the meeting. Council returned to open session at 7:35.

ADJOURNMENT:

Meeting adjourned at 7:36 p.m.

Vickie Storey, City Clerk

Kathleen A. Warren, Mayor

Total Fund Expenditures, 2/9/15	Ck # 58455 - 58535	\$102,292.71
Payroll, 1/31/15	Ck #58408-58454	\$287,946.25

DRAFT

Public Safety Committee

February 17, 2015

Attendance: Chief Hastings, Chief Cooper, Captain Dan S., Dick Jones, Jim Braddock, Terry Beadles

Dan presented the copy of the mutual aid agreement with the City of Lewiston. This copy is for council review. (Agenda item for Council action).

The retired fire engine is being reviewed for service at Clearwater Paper.

The Fire Department will be reviewed in the near future for classification rating.

Repairs on an ambulance have taken the vehicle out of service for about two weeks. The repairs are covered by warranty.

Chief Hastings presented the new Challenge Coins for police officers. The coins were designed and purchased by Commander Jim Smith. The Challenge Coins are presented to Officers who perform beyond the call of duty.

Interviews are being conducted for the Commander position in our Police Department.

Police body cameras are being reviewed by Chief Hastings.

Building security is being reviewed by city staff.

Community Development Committee

Attendance: Brian Kolstad, Belinda Lierman, Terry Beadles, Kris Rathbun

February 17, 2015

Kris Rathbun (Clarkston School District) discussed art student murals for the rest room building at Foster Park. Kris presented silhouette outlines of park activities. The restroom building would be painted a pastel color; the silhouette art would be painted on the building. The committee requests approval from PW Director Martin and \$150.00 paint allowance. Council approval is requested subject to Director Martin's review. (Agenda item for council action).

Art projects for various locations around Clarkston were discussed.

Belinda discussed the legislator conference calls that are available at the port office. The calls are every other Thursday at 7:00AM.

Brian discussed WA legislator committee bills SB5417 and SB5493. SB5417 is a proposal of marijuana tax sharing with local entities. SB5493 covers products that are manufactured with marijuana extracts. Brian stated that WA legislators are also addressing the medical/recreational marijuana law differences.



EXAMPLE

MUTUAL AID AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2015, by and between the CITY OF CLARKSTON (hereafter, CLARKSTON) a municipal corporation of the State of Washington, located in Asotin County, and the CITY OF LEWISTON (hereafter, CITY), an Idaho municipal corporation.

PRELIMINARY MATTERS

Each of the parties hereto has an interest in the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support; and each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, emergency medical service equipment and personnel, hazardous materials control, and/or other emergency support; and

In the event of a major fire, disaster or other emergency, either party may need the assistance of the other party to this Agreement to provide supplemental fire suppression, emergency medical service equipment and personnel, hazardous materials control and/or other emergency support; and

Each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a major fire, disaster, or other emergency; and

The facilities of each party are located in such a manner as to enable each party to render mutual assistance to the other; and each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a major fire, disaster or other emergency, and,

Each of the parties hereto does not assert, confirm, or represent it has any certain special expertise or specialized training with regard to the above referenced services, and,

Each party recognizes and agrees to follow all applicable NIMS and ICS guidelines and protocols when responding to an incident

Each of the parties agrees as follows:

AGREEMENT

- 1) **AUTHORIZATION:** This Agreement is authorized under RCW 52.08.030 and RCW 39.34; and Idaho Code Section 67-2326, *et seq.*
- 2) **PURPOSE:** The stated purpose of this Agreement is for the parties to provide mutual assistance to each other for the control of fire, fire prevention, emergency medical services, hazardous materials control, and/or other emergency support in the event of a major fire, disaster, or other emergency.

3) **REQUEST FOR ASSISTANCE:** The Commanding Officer or Incident Commander of the Requesting Party at the scene of an emergency within the boundaries of that party's geographical jurisdiction is authorized to request assistance from the other party if confronted with an emergency situation for which the Requesting Party has need for equipment or personnel in excess of that available to the Requesting Party.

4) **RESPONSE TO REQUEST:** Upon receipt of a request, the Commanding Officer of the Responding Party shall immediately take the following action:

- Determine if the Responding Party has equipment and personnel available to respond to the Requesting Party and determine the type of the equipment and number of personnel available.
- Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
- In the event the requested equipment and/or personnel are available, then the Commanding Officer of the Responding Party shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
- In the event the requested equipment and/or personnel are not available, then the Commanding Officer of the Responding Party shall immediately advise the Requesting Party of such fact.

5) **COMMAND RESPONSIBILITY AT SCENE:** The Requesting Party's Incident Commander shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the Responding Party's officer in charge. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.

6) **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish communications equipment sufficient to maintain communications between its respective operating units.

7) **TERM OF DEPLOYMENT:** The initial duration of a request for assistance is anticipated to be one operational period but may be extended, if necessary. The duration of the response depends upon the complexity of the event.

8) **SUMMARY REPORT:** The Requesting Party shall complete the National Fire Incident Report and will forward Responding Party a copy of this report detailing the incident.

9) **LIABILITY:**

- **No Liability for Responding Agency.** Except as expressly provided herein, no Party shall be liable for (i) failure to comply with any provision of this Agreement, or (ii) liability arising from providing or refusing to provide Mutual Aid or Automatic Aid under this Agreement.
- **Mutual Releases.** Except as specifically provided herein, each Party hereby forever releases or discharges each other Party, its officers, officials, employees, volunteers and/or agents from any claim related to this Agreement or providing Mutual or Automatic Aid hereunder.
- **Liability to Other Parties - Damage or Destruction to Apparatus or Equipment.** Except as expressly provided herein, the Requesting Agency or any other Party shall not be obligated to pay the Responding Agency or any other Party for any damage to or destruction of any apparatus or equipment used in Automatic or Mutual Aid. This provision shall not apply to the extent this provision would void applicable property insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of property Insurance as opposed to seeking reimbursement from other Parties.
- **Liability to Third Parties.** The term "third party" means any person, firm or entity other than the Parties hereto. With regard to the Automatic or Mutual Aid provided hereunder, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents.
- **Indemnification by Owner.** To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless the other Parties, their officers, officials, employees, volunteers and/or agents from any and all claims, demands, causes of action, lawsuits, costs, including attorneys' fees, losses, judgments, awards or liabilities to any third party, arising out of the negligent acts or willful conduct of the indemnifying Party, its officers, officials, employees, volunteers and/or agents in connection with the performance of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under applicable industrial insurance workers compensation laws solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
- **Survival.** The provisions of this Section shall survive the expiration or termination of this Agreement.

10) **POST-RESPONSE RESPONSIBILITY:** All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

11) **COMPENSATION:** Each party agrees that it will not seek compensation from the other party for services rendered under this Agreement unless certain exceptions apply. Each party shall at all times be responsible for the payment of wages and other compensation and for carrying workmen's compensation its employees. Each party shall be responsible for its own equipment and shall bear the risk of loss therefore, whether or not said equipment is being used within the area of primary responsibility of that party. However, if fire suppression chemicals are utilized by the Responding Party, the Requesting Party shall compensate the other party for the actual cost of such chemicals. In the event the incident evolves into a State Mobilization funded by the either the State of Washington or the State of Idaho, the Requesting Party will assist the Responding Party in obtaining re-imbursement from the Requesting Party's State.

Exceptions include, if Requesting Party is requesting emergency medical services, the Responding Party will be allowed to charge the patient according to the Responding Parties current fees. All fees not reimbursed by Medicaid, Medicare, private insurance, or private pay will be paid by the Requesting Party.

If Requesting Party is requesting a response to a contracted property, the Responding Party will be reimbursed the cost of personnel, including call back personnel based on the actual expense of the Responding Party, excluding benefits. All equipment and apparatus cost will be based on the Idaho Fire Service Organization Rate Book in effect at the time of the response. Due to aerial apparatus not being listed in the Idaho Fire Service Organization Rate Book, the reimbursement rate will be at 1 ½ the times the rate of a class 1 structural engine. The time to be reimbursed is from the time of call until crews return to duty station and will be rounded up to the nearest ½ hour.

12) **INSURANCE:** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.

13) **PRE-INCIDENT:** The Commanding Officers of the parties may, from time to time, meet to establish pre-incident plans which indicate the types of and locations of potential problem areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.

14) **TERMINATION:** This Agreement shall remain in full force and effect for five (5) years from its effective date, unless terminated prior to that in the manner set forth below. Any party may terminate their participation in this agreement prior to expiration as follows:

- A party desiring to terminate this Agreement shall serve written notice upon the other party of its intention to terminate this Agreement. Such notice shall be served not less than thirty (30) calendar days prior to the termination date set forth in that written notice. The written notice shall automatically terminate this Agreement on the date specified therein unless rescinded in writing prior to that date.
- Termination of this agreement shall not preclude future mutual aid agreements between the parties.

15) **INTERLOCAL COOPERATION ACT PROVISIONS.**

- **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.
- **Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.
- **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by either party to enable it to perform the services required under this agreement shall remain the property of that party in the event of the termination of this agreement.

16) **BENEFITS.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.

17) **EFFECTIVE DATE:** This Agreement shall become effective on the date first appearing above.

CITY OF CLARKSTON

ATTEST:

Kathleen Warren, Mayor

Vickie Storey, Clerk

CITY OF LEWISTON, IDAHO

ATTEST:

Jim Kleeburg, Mayor

Kari J. Ravencroft, City Clerk

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BIOSOLIDS and YARD WASTE CONTRACT

This Contract, entered into this _____ day of _____ 2015, by and between the CITY OF CLARKSTON, a municipal corporation of the State of Washington, hereinafter "CITY," and LATAH SANITATION, INC., dba/ Clearwater Composting, hereinafter "CONTRACTOR."

NOW, THEREFORE, in consideration of the mutual covenants contained in this Contract and for other good and valuable consideration, the CITY and CONTRACTOR agree as follows:

SECTION 1: PERFORMANCE

A: BIOSOLIDS

CONTRACTOR hereby agrees to accept all biosolids generated by CITY'S wastewater treatment facility.

CITY shall direct all biosolids to the site designated by CONTRACTOR.

CITY and CONTRACTOR shall comply with all applicable provisions of 40 CFR Part 503 and all other applicable federal, state and local regulations with respect to the generation, handling, storage, transportation, disposal and sale or use of biosolids and composted biosolids final product.

CONTRACTOR shall be responsible for the operations of the site designated for accepting biosolids, including the onsite inspection, sorting, acceptance or rejection of biosolids, in accordance with all applicable statutes and regulations of all governmental regulatory agencies.

CONTRACTOR agrees to process all of CITY's dewatered biosolids received from the CITY at the target range of Twelve (12%) to Sixteen (16%) percent dry solids. CONTRACTOR agrees to accept anomalously loads at Ten (10%) to Eighteen (18%) percent dry solids, but retains the right to contact CITY if it becomes problematic in processing. CONTRACTOR and CITY shall work together for a resolution in this case.

CONTRACTOR has relied upon CITY'S volume estimates. Should there be a substantial decrease in estimated volumes, CONTRACTOR reserves the right to petition for a rate increase to make up for the missing volumes. CITY'S estimated volume for biosolids is 1100 tons annually. CITY'S estimated volume for yard waste is 800 tons annually.

*NEEDED
Amounts*

CONTRACTOR shall comply with the specific performance requirements and provisions as set forth in this section applicable to the handling and processing of CITY and its participating Comminglers Biosolids at CONTRACTOR'S facility.

CONTRACTOR shall operate its composting facility in accordance with a Non-Municipal Solid Waste Operation Plan (IDAPA 58.01.06) approved by the North Central District Health Department

CONTRACTOR shall operate its composting facility in accordance with an Operating and Odor Control Plan approved by the North Central District Health Department. Odor Control Plan is detailed throughout the Operations Plan approved by NCDHD.

CITY and CONTRACTOR are required to provide biosolids sample results utilizing sampling methods contained in Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA Publication SW-846, pursuant to the requirements of 40 CFR Part 503. For those parameters that are required to be tested, but do not appear in the SW-846 Test Methods, testing shall be conducted using 40 CFR Part 136 approved methods.

B: YARD WASTE

CONTRACTOR hereby agrees to accept all clean yard waste, including, grass clippings, leaves, tree trimmings, Christmas trees, hay, straw, manure and garden waste at its approved site from CITY, its designated haulers, and/or individual self-haulers, except as provided hereafter.

Yard waste delivered in plastic bags by CITY or its designated haulers shall only be accepted by CONTRACTOR during the months of November through March. CITY shall prohibit the use of plastic bags during all other months.

CITY and CONTRACTOR shall work together to implement a plan, which identifies individual self-haulers. Individual self-haulers, who are residents of the City and who pay a fee for garbage service to the City shall not be charged a fee. All others shall be charged and it shall be the responsibility of CONTRACTOR to collect such fee

CONTRACTOR shall not be required to accept tree trimmings, including limbs, trunks and stumps, which are larger than six (6") inches in diameter and greater than six (6') feet in length.

CONTRACTOR shall perform services in a prompt, thorough, comprehensive, reliable, courteous, professional and safe manner. CONTRACTOR has the freedom and discretion to determine the means, manner or method of providing services.

CONTRACTOR acknowledges that in entering into this Contract, CITY is not responsible for supervising CONTRACTOR or for performing any services. CONTRACTOR is solely responsible for choosing the facilities used for processing yard waste materials. In addition, CITY is not the owner or title holder of any material collected, transported, processed, disposed of or otherwise handled by CONTRACTOR.

SECTION 2: TERM OF CONTRACT

TERM: The Term of this Contract shall commence January 1, 2015, and terminate December 31, 2023. By mutual agreement, on or before December 31, 2022, CITY or CONTRACTOR may provide written notice of their mutual desire to extend the Contract for an additional five (5) years hereafter.

8/15

SECTION 3: INSURANCE

A Certificate(s) of insurance acceptable to CITY shall be filed with the City Clerk prior to commencement of the Contract. Said Certificate(s) shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to CITY.

During the term of this Contract, CONTRACTOR shall procure and maintain liability and worker's compensation insurance at their own expense in an amount and as specified below.

GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE: CONTRACTOR'S shall maintain Comprehensive General Public Liability and Property Damage Insurance, including vehicle coverage, protecting it from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, including any performance of subcontractors or anyone directly or indirectly employed by CONTRACTOR or by a subcontractor.

Any injury and/or damage caused to public or private properties by CONTRACTOR shall be the sole responsibility of CONTRACTOR and shall be repaired or replaced in a time and manner approved by CITY. If such injury and/or damage is not corrected within the time or in the manner approved by CITY, CITY may choose to have such injury and/or damage corrected and the cost for correction shall be charged to the CONTRACTOR. Insurance shall be written with a limit of liability of not less than two hundred fifty thousand (\$250,000) dollars for property damage sustained by a single person in any single incident. A limit of liability of not less than two hundred fifty thousand (\$250,000) dollars aggregate for any damage sustained by two or more persons in any single incident.

Bodily injury and property damage limit of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate;

General Liability, General aggregate limit: \$2,000,000.00

Products / completed operations: \$1,000,000.00, Personal injury: \$1,000,000.00

Automobile Liability, Bodily injury / property damage: \$1,000,000.00

The Contractor shall also carry excess liability or umbrella coverage with at least \$2,000,000.00 policy limits of which City is a named insured.

BODILY INJURY: General liability and comprehensive insurance shall be maintained with a policy limit of not less than five hundred thousand (\$500,000) dollars for bodily injury, including death, for any incident involving one person. A limit of liability of not less than five hundred thousand (\$500,000) dollars aggregate for any single incident involving two or more persons. CONTRACTOR shall also carry excess liability or umbrella liability coverage of at least one million (\$1,000,000) dollars with CITY listed as a named insured. This comprehensive general public liability and property damage insurance shall be an "occurrence" or "open ended" type policy protecting the public and CITY after termination of premium payments.

WORKERS' COMPENSATION: During the term of this Contract, CONTRACTOR shall procure and maintain, at its own expense, Workers' Compensation Insurance, including occupational disease provisions, which complies with Idaho law, for all of CONTRACTOR'S employees and shall require each subcontractor to provide Workers' Compensation Insurance, including occupational disease provisions for all of subcontractor's employees unless such employees are covered by CONTRACTOR'S Workers' Compensation policy. In case there are any employees engaged in hazardous work under this Contract and are not covered by Workers' Compensation Insurance, CONTRACTOR and each subcontractor shall provide adequate and suitable insurance for the protection of those employees. Proof of such coverage shall be provided to CITY.

SECTION 4: INDEMNIFICATION

CONTRACTOR shall indemnify and hold CITY and its agents and employees harmless from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs arising out of or resulting from CONTRACTOR'S performance of the Contract, attributable to negligent or willful acts or omissions of CONTRACTOR and/or any subcontractor or any employee or agent of CONTRACTOR or a subcontractor. CONTRACTOR agrees to hold harmless and defend CITY and indemnify CITY for any and all violations by CONTRACTOR of the conditions of this

Contract or any required permits, including any penalties or fines assessed against CITY by reason of CONTRACTOR'S violations.

CITY shall indemnify and hold CONTRACTOR and its agents and employees harmless from and against all claims, damages, losses and expenses including attorney's fees and costs arising out of or resulting from CITY'S performance of the Contract, attributable to negligent or willful acts or omissions of CITY and/or any subcontractor or any employee or agent of CITY or a subcontractor. CITY agrees to hold harmless and defend CONTRACTOR and indemnify CONTRACTOR for any and all violations by CITY of the conditions of this Contract or any required permits, including any penalties or fines assessed against CONTRACTOR by reason of CITY'S violations.

SECTION 5: OPERATION

During the term of this Contract, CONTRACTOR shall provide sufficient personnel and equipment to meet the requirements of this Contract. Operation shall be seven days a week. Hours of operation shall be 8:00 a.m. to 4:30 p.m. Operation days and hours shall coincide with City of Lewiston's Solid Waste Transfer Station operation hours. CONTRACTOR shall not be required to operate on the following holidays:

- | | | |
|----------------|------------------|------------------|
| New Year's Day | Thanksgiving Day | Independence Day |
| Memorial Day | Christmas Day | Labor Day |

Should CONTRACTOR elect to operate on one or more of the above holidays, CONTRACTOR shall notify CITY thirty (30) days in advance of the holiday.

CONTRACTOR shall maintain a local telephone number and a contact employee or agent. CONTRACTOR shall provide name, telephone number(s), and address to the CITY. In addition, CONTRACTOR shall provide a telephone number for 24/7 emergency contact.

CONTRACTOR retains the right to be flexible, amending operating stratums as needed to ensure maximum efficiency, a quality product and trying new operational methods. From time to time, CONTRACTOR may amend Operations Plan with Public Health – North Central District Health Department to reflect significant operational changes.

Interruption of Service: "Interruption of service" shall mean: Any time period during which services by CONTRACTOR of CITY are interrupted by a labor dispute, natural disaster, fire, or any other action that results in services being discontinued or substantially reduced for a period of seven (7) or more days.

CONTRACTOR will work with CITY to accommodate additional loads of biosolids in the event of an emergency. Upon notification for additional services from CITY, CONTRACTOR shall provide 24 hour emergency services at the facility if required and shall negotiate reasonable fees for such services.

CONTRACTOR will notify CITY in the event of an interruption of service at the site and will keep CITY informed of delays. CONTRACTOR will schedule with CITY for acceptance of any delayed loads of biosolids until such time that we are back on schedule.

SECTION 6: SITE

At its expense, and in accordance with Federal, State, county and municipal codes, CONTRACTOR shall provide a disposal site and all site improvements including site grading, electrical, telephone, water, sewer, or septic tank, and adequate ingress and egress. The CONTRACTOR shall be responsible for site security and site maintenance, including weed and litter control.

Any future supplemental land application or disposal site shall be included by addendum to this Contract.

SECTION 7: RECORDS – DISPOSAL RECEIPT

CONTRACTOR shall be responsible for all record keeping at the designated site.

CONTRACTOR shall maintain a record of all biosolid waste received. All vehicles shall be weighed in and out and a disposal receipt generated. The weight ticket shall include the following information: Name, Date and Gross, tare and net weight.

CONTRACTOR shall maintain a record for all yard wastes received. All vehicles shall be weighed in and out and a disposal receipt generated. The weight ticket shall include the following information: Name, Date and Gross, tare and net weight.

CONTRACTOR will operate this site under the 40 CFR Part 503 Regulations and all other applicable Federal, State and Local Regulations. CONTRACTOR shall maintain all records in accordance with this Contract, the Operation Plan and 40 CFR Part 503 Regulations.

CITY is required to submit an Annual Biosolids Report to the EPA in February of each year. On or before January 15th of each contract year, CONTRACTOR shall submit all records necessary to the CITY, or the CITY'S representative to complete the report.

Such annual report shall cover site activities during the previous year and shall include the following information:

- Name and address of the facility.
- Calendar year covered by the report.
- Annual quantities of municipal wastewater biosolids and bulking agent processed and composted biosolids product produced.
- Results of required monitoring.

SECTION 8: PAYMENT

CONTRACTOR shall provide CITY a monthly billing statement indicating the total monthly volume and payment amount due. The monthly statement shall be accompanied with a record of the individual disposal receipts required by Section 7. Each billing must be submitted to CITY by the tenth day of the month for timely processing CITY. False or altered disposal receipts shall be cause for Contract termination within the provisions of Section 11, Failure to Perform.

SECTION 9: MODIFICATION TO FEES

In conformance with any applicable City Code or other law, City will adjust fees as soon as practicable in the case of any of the following events:

CHANGES IN SCOPE OF SERVICE. By providing notice to the other party, CITY or CONTRACTOR may request to change or modify services, or add new services directly related to services provided by CONTRACTOR. CITY and CONTRACTOR will use reasonable business efforts to review and comment on, and approve or disapprove the proposal within thirty (30) days of receipt of notice. CITY and CONTRACTOR may mutually agree to extend the time period for review due to the complexity of the scope of service modification under consideration, the time needed for the review or approval, or other reasonable justifications.

At the request of CITY, CONTRACTOR shall promptly provide operating and business records that are reasonably required to verify the soundness and accuracy of the impacts associated with a change in scope of services. CONTRACTOR shall fully cooperate with the CITY'S request and provide CITY and its agent(s) copies of or access to CONTRACTOR'S records.

This Contract shall be amended to incorporate any modification or additional services agreed upon by the parties.

UNCONTROLLABLE CIRCUMSTANCES. Uncontrollable circumstances, including but not limited to, changes in the applicable law are those which increase CONTRACTOR'S cost of providing services.

ANNUAL SERVICE FEE ADJUSTMENTS. Beginning April 2015 and in April of each succeeding Contract year, CONTRACTOR will calculate the increase or decrease in the service fee effective for the next contract year commencing January 1, in accordance with the provisions of this section. The service fee includes all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.

In addition to the increase described above, annual service fee shall be adjusted by one hundred (100%) percent of the annual percentage change in the C-CPI-U. The service fee includes all CONTRACTOR'S direct costs, indirect costs, plus profit or return of providing services.

CONTRACTOR acknowledges that it shall have no right to an increase in service fees except in the events described in this subsection.

SECTION 10: SCALES

On the effective date of this Contract, CONTRACTOR shall have in operation a sixty (60') foot scale. Said scale shall be certified annually on or before the contract effective date, and shall be used to weigh the CITY'S biosolids disposal vehicles.

SECTION 11: FAILURE TO PERFORM

Except in the event of Acts of God, should CONTRACTOR fail to perform any duties required by this Contract, CITY may provide written notification to CONTRACTOR of such failure, detailing the nature of the failure. CONTRACTOR shall initiate corrective measures within twenty-four (24) hours of such notification and correct any failure within ninety days (90) of notification.

If CONTRACTOR does not correct a failure to perform within the time limits set out above, or fails to provide a reason for noncompliance to the satisfaction of the CITY, CITY may declare CONTRACTOR in default of this Contract and notify CONTRACTOR to discontinue any further service under this Contract.

Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the contract resulting from Acts of God beyond CONTRACTOR'S control, shall not be deemed to be a default of the Contract and the rights and remedies of CITY provided for herein shall be inapplicable.

SECTION 12: NOTIFICATION OF SHUTDOWN

CONTRACTOR will be required to notify CITY in writing of any anticipated shutdown of its operation at least seventy-two (72) hours in advance. The notice shall be given to the Public Works Director, or his designee. CONTRACTOR shall immediately notify CITY of any emergency requiring shutdown of operations. All such notifications shall be

made orally to the Water and Wastewater Division Manager or his designee and confirmed in writing.

CITY will be required to notify CONTRACTOR in writing of any anticipated shutdown of its operations at least seventy-two (72) hours in advance. CITY shall immediately notify the CONTRACTOR of any emergency requiring shutdown of operations. All such notifications shall be made orally to the CONTRACTOR and confirmed in writing to:

Latah Sanitation, Inc.
P.O. Box 8036
Moscow, Idaho 83843
(208) 882-5724

A local address and telephone number will be provided after the plant is in operation in Lewiston, Idaho. Either party may change its address at any time upon written notice to the other party.

SECTION 13: REGULATIONS

CONTRACTOR shall keep itself fully informed of all existing and proposed federal, state, county and municipal laws, court or administrative rulings, ordinances, permits and regulations which affect those engaged or employed in the type of work covered by this Contract. CONTRACTOR shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with applicable laws, ordinances, permits, regulations, orders or decrees, and, shall protect and indemnify CITY and all its officers, agents and employees, against any claim, loss or liability, arising or resulting from violation of any such laws, ordinances, permits, rules, regulations, order or decrees, whether by itself or by its agents or employees.

If any discrepancy or inconsistency is discovered in the contract documents for work in the relation to such laws, ordinances, permits, rules, regulations, orders or decrees, CONTRACTOR shall immediately report the violation to the CITY. Should CITY be made aware of any violation, CITY will immediately notify CONTRACTOR.

SECTION 14: ASSIGNMENT OF CONTRACT

This Contract may not be assigned in whole or in part except upon the written consent of the City Council and the CONTRACTOR. Such approval shall not be unreasonably withheld.

SECTION 15: ASSOCIATION

Nothing in the contract is intended to, or shall be deemed to, constitute a partnership, association, or joint venture by CONTRACTOR and CITY.

SECTION 16: TAXES

CONTRACTOR shall be responsible for the payment of all federal, state, local or other taxes applicable to its property and operations.

SECTION 16: ACCESS TO CONTRACTOR'S FACILITIES

At all times during the term of this Contract, authorized CITY personnel and state and federal regulatory personnel shall have access to CONTRACTOR'S facilities for purposes of inspection and monitoring as required by CITY, state, and federal regulatory agencies.

SECTION 17: ACCESS TO CITY'S FACILITIES

Contractor shall have supervised access to the CITY'S Waste Water Treatment Plant and testing results. In the event of an overflow situation at the Recycled Water Pond, the City shall accept recycled water from Contractor at the CITY'S Waste Water Treatment Plant, providing that the water is tested and is compatible with the City's wastewater treatment plant regulations, and providing that the city has the capacity to handle such wastewater. Not to exceed 25,000 gpd. Testing of TSS, BOD, PH, NH3 through a Dept. of Ecology accredited laboratory must be accomplished and accepted by the City prior to delivery of leachate. BOD testing takes 5 days. City maintains the right to deny any and all loads for any reason.

SECTION 18: SIGNING AND SITE CONTROL

CONTRACTOR shall be responsible for all on-site directional and informational signing. All new and existing signs shall conform to CITY standards and shall be approved by CITY prior to installation.

SECTION 19: DISPUTE RESOLUTION

All disputes between CONTRACTOR AND CITY shall be subject to non-binding mediation under Idaho Code §§ 9-801-814. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by such other person or organization as the parties may agree upon. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit was not filed prior to ninety (90) days after service of notice.

SECTION 20: AMENDMENT

This agreement may be amended by mutual consent of the parties. Any amendments shall be made in writing and executed by both parties

By the signatures of their duly elected officials, the parties cause this Contract to be executed on the date first written above.

CITY OF CLARKSTON, WASHINGTON

By: _____
Kathleen Warren, Mayor

ATTEST: _____
Vickie Storey, City Clerk

LATAH SANITATION, INC.

By: _____
Joseph P. Johnson, President

SCHEDULE A

BIOSOLIDS Fee per wet ton weight	\$48.50 per ton
YARD WASTE CITY CONTRACTOR Hauled	\$43.75 per ton

YARD WASTE SELF HAUL (CITY PARTICIPATION)

Yard Waste Self-Haul	\$43.75 per ton
Gate Fee: (For all City of Clarkston vehicles)	\$ 1.04 per vehicle

Note: CITY will be billed \$43.75 per ton for Self Haul tonnages. An additional \$1.04 will be billed to CITY per each vehicle to achieve the \$5.00 minimum gate fee.

Bag Removal (One annual payment)	\$7,700.00 Annually
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