

## **Removal of Materials from City Landfill**

### **Memorandum of Agreement**

#### **Between City of Bethel and Alaska Logistics, LLC**

Whereas, the City of Bethel owns and operates a permitted landfill encompassing approximately 17 acres in the northeast part of Bethel, Alaska;

Whereas, the City of Bethel has a vested interest in removing items from the landfill and/or reducing the addition of items to the landfill as a way to extend its useful life;

Whereas, automobiles, heavy equipment, water and fuel tanks, and large appliances occupy a considerable amount of space in the landfill relative to most items deposited there;

Whereas, the City of Bethel operates the commercial dock in Bethel, where barges are loaded and off-loaded throughout the summer barge season (late May to late October);

Whereas, Alaska Logistics, LLC is a privately held barge shipping company that makes regular trips to and from Bethel to transport goods;

Whereas, Alaska Logistics, LLC has access to the type of barge suitable for hauling automobiles, large appliances, and other large items typically found in the City's landfill;

Now, therefore, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

#### **Parties**

This agreement is between the City of Bethel (City), a municipality located in Bethel, Alaska, and Alaska Logistics, LLC, (AL) a privately held limited liability Company headquartered in Seattle, Washington.

#### **Effective Date**

This agreement becomes effective immediately upon execution by both parties to the agreement (signing.) See latest date adjacent to signatures for effective date.

#### **Length of Contract**

This contract will remain valid from the effective date until contract completion on October 31, 2014.

### **City of Bethel Responsibilities**

The City of Bethel will be responsible for allowing, performing, or contributing to the completion of the following things:

1. Allow AL personnel or assigns full access to the Bethel Landfill between the hours of 8 am to 5 pm, Monday through Saturday, for the removal of automobiles, large appliances, and other objects of value. The landfill is located at the end of Ridgecrest Drive in the northeast section of Bethel. City will charge no fees to AL for removal of items.
2. At the City's discretion, voluntarily load, transport, and unload items from the landfill to the City Dock to be loaded onto a barge operated by AL.
3. At the City's discretion, voluntarily assist in loading items from City Dock onto barge operated by AL using heavy equipment, personnel, and other resources.

### **Alaska Logistics, LLC Responsibilities**

1. Set up a staging area inside landfill; drain fluids from automobiles, remove parts as desired, and perform other tasks necessary for the removal of automobiles from landfill to City Dock (to) and load on AL barge.
2. Trucks, cargo containers, and other equipment under the control of AL may be brought into the landfill for use in removing items.
3. Remove automobiles, heavy equipment, steel, copper, large appliances, and other items from landfill.
4. Transport items removed from landfill to City Dock and load onto AL barge.
5. Transport items removed from landfill out of Bethel to another location on land where items will be legally handled, sold, traded, or otherwise disposed. No illegal dumping!

### **Indemnification and Hold Harmless**

- A. AL shall defend, indemnify and hold harmless the City of Bethel, its elected officials, officers, employees, agents and volunteers from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, negligence associated with the performance of this Contract by AL. AL will conduct all defenses at its sole cost and expense. In the event of a dispute between the parties to this agreement that results in a judgment by a court, the prevailing party shall be reimbursed for all costs and attorney's fees incurred.

The City of Bethel shall indemnify and hold harmless Alaska Logistics, its officers, employees, agents and assigns from any and all actions, damages, costs, liability and legal costs associated with any negligence associated with the administration of this contract by the City of Bethel.

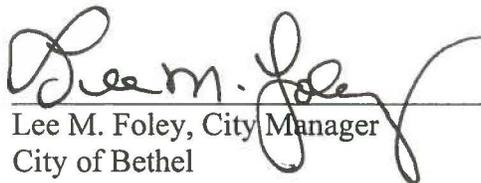
- B. The obligations to defend, indemnify and hold harmless set forth in this Section apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by AL or the City of Bethel.

**Assurance Clause**

Alaska Logistics, LLC must remove at least 75 automobiles or equivalent mass from the landfill every summer and ship them out of Bethel by barge. If Alaska Logistics, LLC fails to remove and ship 75 automobiles or equivalent mass from landfill out of Bethel during the barge season, then AL must relinquish the net profit it made from the sale of items it did remove from the landfill and transport out of Bethel. The 75 vehicles or equivalent mass must be removed by October 31<sup>st</sup> of each contract period year. The City of Bethel will endeavor to ensure, to the greatest extent possible, that sufficient heavy metal objects are readily available in the City Landfill to allow for removal of 75 automobiles (or equivalent weight) per year during the duration of this contract. The City and Alaska Logistics hereby agree that "an automobile" is presumed to weigh approximately 3,000 pounds and that for the purposes of this contract, 75 automobiles would therefore weigh approximately 225,000 pounds.

**Signatures**

The signatories below consent to the terms of this agreement and pledge to work together for the benefit of both parties. The City wants items removed from its landfill. AL wants an opportunity to profit from the removal of items from the landfill by transporting the items to another city, and selling, trading, or using items. Both parties agree that the terms of this contract become effective upon the latest date next to the signatures below.

  
\_\_\_\_\_  
Lee M. Foley, City Manager  
City of Bethel

9/19/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shaun Codman, Alaska Operations Manager  
Alaska Logistics, LLC

9-20-11  
\_\_\_\_\_  
Date