

**AGREEMENT FOR PORTABLE TOILET RENTAL AND SERVICE
BETWEEN THE CITY OF SANDPOINT AND KGT SEPTIC, INC.**

This Agreement is made and entered into this 1st day of January, 2026, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "CITY"), and KGT Septic, Inc., a State of Idaho Corporation, (hereinafter called the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein as a "party" or "parties."

RECITALS

WHEREAS, the CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to provide portable toilet monthly rental and weekly service for CITY facility locations, as well as other vault toilet related services, as provided for in this Agreement; and

WHEREAS, the CITY and the CONTRACTOR have determined it is in their mutual interest to enter into this Agreement for the provision of such services within the CITY, subject to the terms and conditions provided herein.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the payments, covenants and conditions hereinafter set forth, hereby agree as follows:

1. DESCRIPTION OF SERVICES

1.1 The CONTRACTOR shall provide monthly portable toilet rental service and scheduled cleaning and sanitizing of toilets, as well as vault toilet service as described in Exhibit A, Scope of Work, and perform and complete all such services in a manner satisfactory to the CITY. Approval of the work performed by the CONTRACTOR shall be made by the City's Parks and Recreation Director/designee, who shall oversee this Agreement on behalf of CITY. All services required under this Agreement shall be performed by the CONTRACTOR, or under the CONTRACTOR'S direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and/or Local law to perform such services. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and for compliance with all reasonable performance standards established by the CITY.

1.2 The CONTRACTOR shall not accept any change to the scope, or change in provisions if this Agreement, unless issued in writing, as an amendment or change order by the CITY.

1.3 The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

2. SUPERVISION OF PERSONNEL AND SUBCONTRACTORS

2.1 The CONTRACTOR warrants that nothing contained in this Agreement shall be construed as creating an employment relationship between the CONTRACTOR, or any of its employees, agents or assigns and the CITY, it being understood by the parties that each employee, agent or assign of the CONTRACTOR providing services hereunder shall at all times relevant to this Agreement be and remain an employee, agent or assign of the CONTRACTOR, which shall be exclusively responsible for providing all compensation, benefits, payment of and reporting of all employment or income taxes, if any, insurance, discipline, supervision, and direction for each such individual during the full term of this Agreement.

2.2 The CONTRACTOR shall notify the CITY of any subcontractors required to perform the services of this Agreement, and the CITY shall have the right to approve or disapprove of any and all such subcontractors, in its sole discretion. If approved by the CITY, any subcontractor shall agree, in writing, to be bound by any and all terms and conditions of this Agreement to be performed by the CONTRACTOR, such writing to be provided to the CITY by the CONTRACTOR before performance of any services by the subcontractor. Failure to abide by this provision shall constitute a material breach of this Agreement by the CONTRACTOR.

3. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

4. INSURANCE:

At all times material hereto, the CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall provide the CITY with proof of such insurance for the entire term of this Agreement. The CONTRACTOR shall also keep and maintain Commercial Pollution Liability insurance policy or policies in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate for any pollution/environmental losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall also keep commercial automobile liability insurance for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the CITY as an additional insured on each such policy or policies. All employees of the CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY for the entire term of this Agreement.

5. PROJECT APPROVAL AND DOCUMENTATION

5.1 All services performed by the CONTRACTOR shall be reviewed and approved by the City's Parks and Recreation Director/designee to determine acceptable completion.

5.2 All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Agreement shall be of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6. PRICE AND PAYMENT

6.1 The CITY shall pay the CONTRACTOR a not to exceed Agreement Price of **\$90,000 (Ninety Thousand Dollars)** for the completion of all services described within this Agreement and as outlined in Exhibit B, Fee Schedule attached hereto.

6.2 The CONTRACTOR shall submit an itemized monthly invoice with each rental and service location to include park site name, address, and toilet unit details, as well as dates of service which shall be paid no

sooner than thirty (30) after receipt of correct invoice by the CITY. Please email invoices to ap@sandpointidaho.gov.

7. TERM

This Agreement shall commence on January 01, 2026 and shall terminate on September 30, 2027.

8. TERMINATION

8.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with thirty (30) days' written notice. Upon termination, the CONTRACTOR, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within ten (10) days from the date of such notice. If, after ten (10) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

8.2.1 In the event the CITY terminates this Agreement as provided for in this Section 8.2, the CONTRACTOR and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2.2 In the event the CITY terminates this Agreement as provided for in Section 8.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

9. COMPLIANCE WITH LAW/VENUE

The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

10. NON DISCRIMINATION

10.1 The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

10.2 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

11. SUPERSEDING AGREEMENT AND SEVERABILITY

This Agreement supersedes and replaces any pre-existing written or verbal agreements between these parties. If any provision of this Agreement is held to be unenforceable, such provision shall be excluded without affecting the remaining terms and provisions contained herein.

12. ATTORNEY FEES

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

13. MISCELLANEOUS PROVISION

This is to certify that CONTRACTOR and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and attested by their respective officers or representatives thereunto duly authorized.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

KGIT SEPTIC, INC
172 Sunrise Road
Bonnors Ferry, Idaho 83805

Ketta A. Everhart 12/02/2025
Ketta A. Everhart | Dec 2, 2025 | 10:50:23 PST

Date Date

**EXHIBIT A
SCOPE OF WORK**

CONTRACTOR shall provide the following services under this Agreement:

A. Portable Toilet Monthly Rental and Two Days per Week Service:

Services include monthly rental of portable toilets, twice weekly cleaning to take place Monday and Friday (holidays included, as applicable), and sanitization and pumping/removing waste from rented portable toilets at City facility locations as listed below:

1. Year-Round (12-month) portable toilet rental and service locations and unit type:
 - a. Pine Street Park – one ADA portable toilet unit
 - b. Lakeview Park – one ADA portable toilet unit
 - c. Sand Creek WTP – one regular portable toilet unit

2. Non year round portable toilet rental and service locations and number of months and unit type:
 - a. City Beach:
 - i. One regular portable toilet unit – 7 months (Oct 01 – April 30)
 - ii. One ADA portable toilet unit – 7 months (Oct 01 – April 30)

 - b. Centennial Park – One Regular portable toilet unit – 6 months (May 01 – Oct 31)

 - c. Great Northern Park:
 - i. Two (2) regular portable toilet units – 7 months (April 01 – Oct 31)
 - ii. One ADA portable toilet unit – 7 months (April 01 – Oct 31)

 - d. Pine Street Park – One regular portable toilet unit – 7 months (April 01 – Oct 31)

 - e. 9th Grade Center – One ADA portable toilet unit – 7 months (April 01 – Oct 31)

 - f. Hickory Park:
 - i. One ADA portable toilet unit – 7 months (April 01 – Oct 31)

 - g. Shooting Range:
 - i. One ADA portable toilet unit – 8 months (April 01 – Nov 30)
 - ii. One wash station unit – 8 months (April 01 - Nov 30)

Services includes monthly rental of portable toilets, four days per week cleanings occurring Friday, Saturday, Sunday, and Monday each week; sanitization; and pumping/removing waste from rented portable toilets at the following City facility:

- a. Windbag Marina:
 - i. Two (2) regular portable toilet units – 6 months (June 01 – Oct 31)
 - ii. One (1) ADA portable toilet unit – 6 months (June 01 – Oct 31)

Summary of all units referenced above:

Eleven (8) regular portable toilet units at varying lengths of monthly rental and service

Ten (8) ADA portable toilet units at varying lengths of monthly rental and service

One (1) wash station

All portable toilets at all locations listed above will be serviced once per day, two (2) times per week, Monday and Friday, with the exception of the one location, Windbag Marina, to be serviced 4 days per week (Friday, Saturday, Sunday, and Monday) - holidays included as applicable. Supplies (toilet paper, toilet chemical, paper towels, soap, etc.) for the portable toilets and wash station shall be supplied and kept fully stocked by Contractor on each day of service.

Contractor shall deliver portable toilet unit(s) to locations as specified above. Each portable toilet and wash station must be delivered in a clean, properly functioning, and useable condition.

Contractor will ensure that each portable toilet and wash station is removed promptly at the end of the rental period as indicated above. The City will incur no additional charges after date notated for rental period.

Contractor shall be responsible for all theft, destruction, and/or vandalism of all portable toilets and wash stations.

Contractor shall follow all applicable local, state, and federal laws and regulations for the proper removal and disposal of contents of holding tanks and chemical toilets as well as carry and maintain all required licenses and/or permits for providing services as described within this Agreement.

The City may add, modify, or delete locations for service as deemed necessary. City makes no guarantee entire agreement amount will be expended during the term of this Agreement.

Total not to exceed Agreement price is \$90,000.

**EXHIBIT B
PRICING FORM**

Fiscal Year 25 - January 02, 2026 - September 30, 2026 Pricing

1	Portable Toilet Monthly Rental and Two Days per Week Service	Unit of Measure	Regular Portable Toilet Number of Units	Regular Portable Toilet Monthly Amount	ADA Portable Toilet Number of Units	ADA Portable Toilet Monthly Amount	Wash Station Number of Units	Wash Station Monthly Amount	MONTHLY TOTAL
	City Beach	Per Month per Unit	1	\$ 300.00	1	\$ 326.00	0	\$ -	\$ 626.00
	Centennial Park	Per Month per Unit	1	\$ 291.00	0	\$ -	0	\$ -	\$ 291.00
	Great Northern Park	Per Month per Unit	2	\$ 581.00	1	\$ 316.00	0	\$ -	\$ 897.00
	Pine Street Park	Per Month per Unit	1	\$ 291.00	1	\$ 316.00	0	\$ -	\$ 607.00
	9th Grade Center	Per Month per Unit	0	\$ -	1	\$ 316.00	0	\$ -	\$ 316.00
	Hickory Park	Per Month per Unit	0	\$ -	1	\$ 316.00	0	\$ -	\$ 316.00
	Lakeview Park	Per Month per Unit	0	\$ -	1	\$ 326.00	0	\$ -	\$ 326.00
	Shooting Range	Per Month per Unit	0	\$ -	1	\$ 316.00	1	\$ 267.00	\$ 583.00
	Sand Creek Water Treatment Plant - 1 day per week service	Per Month per Unit	1	\$ 132.00	0	\$ -	0	\$ -	\$ 132.00
2	Windbag Marina - 7 days per week service	Per Month per Unit	2	\$ 1,253.00	1	\$ 653.00	0	\$ -	\$ 1,906.00
	TOTAL MONTHLY AMOUNT								\$ 6,002.00
									DAILY RENTAL RATE:
3	Special Requested Regular Portable Toilet Rental Rate, including daily service, including weekends								\$ 194.00
4	Special Requested ADA Portable Toilet Rental Rate, including daily service, including weekends								\$ 205.00
5	Additional portable toilet service requests - Regular Portable Toilet								\$ 113.00
6	Additional portable toilet service requests - ADA Portable Toilet								\$ 113.00
	MISCELLANEOUS SERVICES								FEE
7	Annual Mickinnick Trailhead Vault Toilet Pumping - up to 1,500 gallons	Per Service							\$ 550.00
8	Mickinnick Trailhead Vault Toilet Pumping trash picking, if applicable	Fee per bag							\$ 45.00
9	As Needed/On-Call Sewer and Septic Services	Labor Rate Per Hour							\$ 110.00
10	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 300.00
11	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 190.00
12	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 250.00
13	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 250.00
14	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 160.00
15	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 180.00
16	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 110.00
17	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 150.00
18	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 180.00

EQUIPMENT TYPE	
Septic Pump	
Drain Cleaning Box	
Letter trailer	
Vac trailer	
Small mini excavator	
Large excavator	
Labor hourly rate	
Dump truck	
Loader	

Fiscal Year 26 - October 01, 2026 - September 30, 2027 Pricing

1	Portable Toilet Monthly Rental and Two Days per Week Service	Unit of Measure	Regular Portable Toilet Number of Units	Regular Portable Toilet Monthly Amount	ADA Portable Toilet Number of Units	ADA Portable Toilet Monthly Amount	Wash Station Number of Units	Wash Station Monthly Amount	MONTHLY TOTAL
	City Beach	Per Month per Unit	1	\$ 324.00	1	\$ 350.00	0	\$ -	\$ 674.00
	Centennial Park	Per Month per Unit	1	\$ 314.00	0	\$ -	0	\$ -	\$ 314.00
	Great Northern Park	Per Month per Unit	2	\$ 627.00	1	\$ 341.00	0	\$ -	\$ 968.00
	Pine Street Park	Per Month per Unit	1	\$ 314.00	1	\$ 341.00	0	\$ -	\$ 655.00
	9th Grade Center	Per Month per Unit	0	\$ -	1	\$ 341.00	0	\$ -	\$ 341.00
	Hickory Park	Per Month per Unit	0	\$ -	1	\$ 341.00	0	\$ -	\$ 341.00
	Lakeview Park	Per Month per Unit	0	\$ -	1	\$ 350.00	0	\$ -	\$ 350.00
	Shooting Range	Per Month per Unit	0	\$ -	1	\$ 341.00	1	\$ 288.00	\$ 629.00
	Sand Creek Water Treatment Plant - 1 day per week service	Per Month per Unit	1	\$ 142.00	0	\$ -	0	\$ -	\$ 142.00
2	Windbag Marina - 7 days per week service	Per Month per Unit	2	\$ 1,553.00	1	\$ 705.00	0	\$ -	\$ 2,258.00
	TOTAL MONTHLY AMOUNT								\$ 6,474.00
									DAILY RENTAL RATE:
3	Special Requested Regular Portable Toilet Rental Rate, including daily service, including weekends								\$ 209.00
4	Special Requested ADA Portable Toilet Rental Rate, including daily service, including weekends								\$ 223.00
5	Additional portable toilet service requests - Regular Portable Toilet								\$ 122.00
6	Additional portable toilet service requests - ADA Portable Toilet								\$ 122.00
	MISCELLANEOUS SERVICES								FEE
7	Annual Mickinnick Trailhead Vault Toilet Pumping - up to 1,500 gallons	Per Service							\$ 550.00
8	Mickinnick Trailhead Vault Toilet Pumping trash picking, if applicable	Fee per bag							\$ 45.00
9	As Needed/On-Call Sewer and Septic Services	Labor Rate Per Hour							\$ 110.00
10	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 300.00
11	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 190.00
12	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 250.00
13	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 250.00
14	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 160.00
15	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 180.00
16	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 110.00
17	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 150.00
18	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 180.00
19	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							\$ 180.00

Equipment Type	
Septic Pump	
Drain Cleaning Box	
Letter trailer	
Vac trailer	
Small mini excavator	
Large excavator	
Labor hourly rate	
Dump truck	
Loader	







A26-5200-4 KGT SEPTIC INC PORTABLE TOILET RENTAL AND SERVICE AGREEMENT

Final Audit Report

2025-12-02

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