

**CITY OF PACIFIC
WASHINGTON**

ORDINANCE NO. 2014-1870

**AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO THE THIRD
AMENDMENT OF THE FRANCHISE AGREEMENT WITH WASTE
MANAGEMENT OF WASHINGTON, INC. FOR SOLID WASTE
COLLECTION SERVICES TO EXTEND THE FRANCHISE UNTIL JUNE
30, 2015.**

WHEREAS, in 2007 the City entered into a Franchise with Waste Management for collection and disposal of solid wastes, collected within the King County portion of the City of Pacific (the "Franchise Agreement") and the City extended the Agreement by letter dated March 5, 2012 until August 28, 2014; and

WHEREAS, the City intends to negotiate a new Franchise Agreement with Waste Management of Washington, Inc. to commence on July 1, 2015; and

WHEREAS, to allow sufficient time for the City and Waste Management of Washington, Inc. to negotiate a new Franchise Agreement, it is in the best interests of the citizens of Pacific to amend and extend the current Franchise Agreement to ensure uninterrupted solid waste collection services for the period from August 28, 2014 through June 30, 2015;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. The Pacific City Council hereby authorizes the Mayor to enter into the Third Amendment to the Franchise Agreement with Waste Management of Washington, Inc. (which is attached as Exhibit A) for collection and disposal services of solid wastes for the King County portion of the City of Pacific.

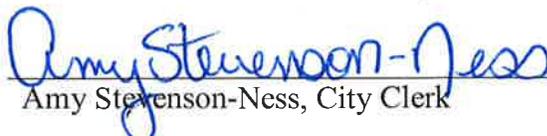
Section 2. This Ordinance shall be published in the official newspaper of the City of Pacific and shall take effect and be in full force five days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25TH DAY OF AUGUST, 2014.

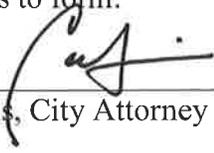
CITY OF PACIFIC

By: 
Name: Leanne Guier, Mayor

ATTEST/AUTHENTICATED:


Amy Stevenson-Ness, City Clerk

Approved as to form:

A handwritten signature in black ink, appearing to be 'Carol Morris', written over a horizontal line. The signature is stylized with a large initial 'C' and 'M'.

Carol Morris, City Attorney

**THIRD AMENDMENT TO FRANCHISE AGREEMENT
BETWEEN THE CITY OF PACIFIC
AND
WASTE MANAGEMENT OF WASHINGTON, INC.**

This AMENDMENT TO FRANCHISE AGREEMENT (“Amendment”) is made and entered into by and between the City of Pacific, a Washington municipal corporation (“Franchisor”) and Waste Management of Washington, Inc. dba Waste Management South Sound (“Franchisee”). Franchisor and Franchisee may be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the Effective Date as defined below.

RECITALS

WHEREAS in 2007, the Parties entered into the *Franchise Agreement Between The City of Pacific and Waste Management of Washington, Inc.* (the “Franchise”) for the for the collection, transportation, and disposal of Solid Waste, Recyclables, and Compostables within the portions of the City of Pacific located in King County, Washington;

WHEREAS by letter dated March 5, 2012, Franchisor requested, and Franchisee agreed to, a two-year extension of the Franchise for the period August 28, 2012 until August 28, 2014; and

WHEREAS the Parties wish to further extend the Franchise until June 30, 2015 in order to allow sufficient time for the Parties to negotiate a new franchise agreement for the collection of solid waste, recyclables, and compostables within the entire city limits of the City of Pacific, including those portions of the City located within King County and Pierce County;

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent, and warrant as follows:

1. **Extension of Franchise.** Section 3 of the Franchise is revised in its entirety to read as follows:

3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated in accordance with the provisions of this Agreement, and shall expire on June 30, 2015, unless the Parties mutually agree in writing to extend the term of the Agreement.

2. **Other Terms Unaffected.** Except as expressly provided herein, all other terms and conditions of the Franchise shall remain in full force and effect.

3. **Effective Date.** The Effective Date of this Amendment shall be August 28, 2014.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF PACIFIC

By: _____
Name: Mayor Leanne Guier
Date: _____

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

Approved as to form:

Carol Morris, City Attorney

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: _____
Name: Jason Rose
Title: President
Date: _____