

CITY OF PACIFIC
WASHINGTON

ORDINANCE NO. 2014-1871

AN ORDINANCE OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AMENDMENT NO. 2 TO THE FRANCHISE AGREEMENT DATED NOVEMBER 6, 2007 WITH MURREY'S DISPOSAL COMPANY, INC. FOR SOLID WASTE AND RECYCLABLES COLLECTION SERVICES, EXTENDING THE FRANCHISE UNTIL JUNE 30, 2015.

WHEREAS, the franchise agreement with Murrey's Disposal Company, Inc. ("Murrey's Disposal") for collection and disposal of solid wastes collected within the Pierce County portion of the City of Pacific (the "City"), dated November 6, 2007, (the "Franchise Agreement") as extended by that certain Amendment No. 1 to Franchise Agreement for Collection of Solid Waste and Recyclables Within Annexed Areas in the City of Pacific dated May 22, 2012 (the "Franchise Amendment No. 1"), expires August 28, 2014; and

WHEREAS, the City intends to negotiate a new Franchise Agreement with Murrey's Disposal to commence July 1, 2015; and

WHEREAS, to allow sufficient time for the City and Murrey's Disposal to negotiate a new Franchise Agreement, it is in the best interests of the citizens of the City to amend and extend the Franchise Agreement to ensure uninterrupted solid waste and recyclables 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 authorized the Mayor to enter into Amendment No. 2 to the Franchise Agreement with Murrey's Disposal (which is attached as Exhibit A) for collection and disposal services of solid wastes and recyclables for the Pierce County portion of the City of Pacific, to extend the Franchise Agreement until June 30, 2015.

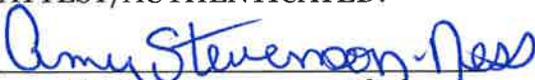
Section 2. This Ordinance shall be published in the official newspaper of the City of Pacific and shall take effect and be in full force five days after the date of publication.

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

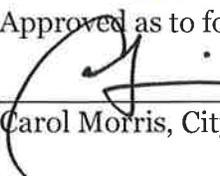
CITY OF PACIFIC

By: 
Name: Leanne Guier, Mayor

ATTEST/AUTHENTICATED:


Amy Stevenson-Ness, City Clerk

Approved as to form:


Carol Morris, City Attorney

AMENDMENT NO. 2
TO
FRANCHISE AGREEMENT FOR COLLECTION OF SOLID WASTE AND
RECYCLABLES WITHIN ANNEXED AREAS IN THE CITY OF PACIFIC

This AMENDMENT TO FRNACHISE AGREEMENT (“Amendment”) is made and entered into by and between the City of Pacific, a Washington municipal corporation (“Franchisor”) and Murrey’s Disposal Company, Inc., a Washington corporation (“Franchisee”). Franchisor and Franchisee may be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Amendment shall be effective upon the Effective Date as defined below.

RECITALS

WHEREAS, on November 6, 2007, the Parties entered into the *Franchise Agreement for Collection of Solid Waste and Recyclables Within Annexed Areas in the City of Pacific* (the “Franchise”) for the collection, transportation, and disposal of Solid Waste and Recyclables within the portions of the City of Pacific located in Pierce County, Washington; and

WHEREAS, by that certain *Amendment No. 1 to Franchise Agreement for Collection of Solid Waste and Recyclables Within Annexed Areas in the City of Pacific*, dated May 22, 2012, Franchisor requested, and Franchisee agreed to, a two year extension of the Franchise for the period of August 28, 2012 through 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 Amendment. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Amendment by the Party on whose behalf it is indicated that the person is signing.

CITY OF PACIFIC

By: _____
Name: Leanne Guier, Mayor
Date: _____

ATTEST/AUTHENTICATED:

Amy Stevenson-Ness, City Clerk

Approved as to form:

Carol Morris, City Attorney

MURREY'S DISPOSAL COMPANY, INC.

By: _____
Name: _____
Title: _____
Date: _____