

RESOLUTION NO. 2018-12

**A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE AMENDED
AGREEMENT FOR GARBAGE COLLECTION CONTRACT
BETWEEN THE TOWN OF NACHES AND YAKIMA WASTE
SYSTEMS, INC.**

WHEREAS, the Town of Naches has previously entered into a contract for garbage and refuse collection and disposal services with Yakima Waste Systems, Inc.; and,

WHEREAS, Company and Town entered into that certain Town of Naches Garbage Collection Contract on November 9, 1992, as such has been amended and extended on November 29, 1994, December 8, 1997, February 10, 2003, October 13, 2014, and September 11, 2017 (Collectively, the "Original Contract");

WHEREAS, the Town of Naches desires to continue the contractual arrangement with Yakima Waste Systems, Inc.

WHEREAS, the Town of Naches also desires to amend the contract to clarify disposal locations and recycling program; and,

WHEREAS, the Town Council of the Town of Naches finds it is in the best interests of the residents of the Town to extend the contractual arrangement with Yakima Waste Systems, Inc., with amendment;

Now, therefore,

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON as follows:

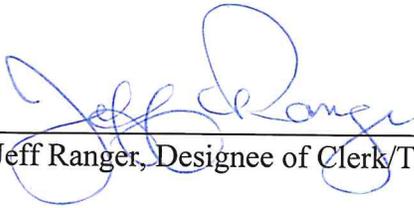
The Town Council of the Town of Naches authorizes the Mayor to sign the Amended Agreement for Garbage Collection Contract.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, this 10th day of December, 2018.



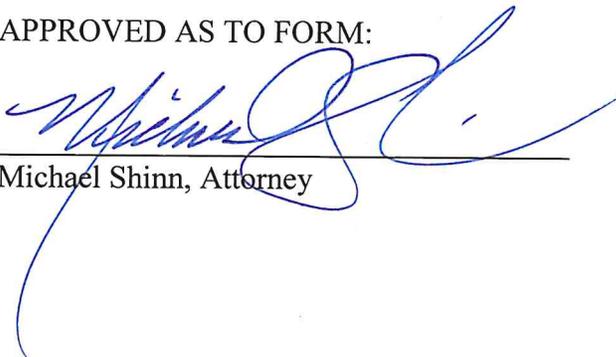
Paul D Williams, Mayor

ATTEST:



Jeff Ranger, Designee of Clerk/Treasurer

APPROVED AS TO FORM:



Michael Shinn, Attorney

**AMENDMENT TO
GARBAGE COLLECTION CONTRACT BETWEEN
THE TOWN OF NACHES AND YAKIMA WASTE SYSTEMS, INC.**

THIS AMENDMENT TO GARBAGE COLLECTION CONTRACT (this "Amendment") by and between the TOWN OF NACHES, WASHINGTON, a Washington municipal corporation ("Town"), and YAKIMA WASTE SYSTEMS, INC., a Washington corporation ("Company"), is entered into as of December 10, 2018.

RECITALS

WHEREAS, Company and Town entered into that certain Town of Naches Garbage Collection Contract on November 9, 1992, as such has been amended and extended on November 29, 1994, December 8, 1997, February 10, 2003, October 13, 2014, and September 11, 2017 (collectively, the "Original Contract");

WHEREAS, in the Original Contract, Company promised to provide at no cost to the Town at least one drop site for recyclables by June 30, 1993 (which was done) and that feature of the parties' agreement has been in effect ever since, as recently confirmed in the Agreement for Extension of Garbage Collection Contract, dated October 13, 2014 (the "2014 Extension"), wherein the Company also agreed to work cooperatively with the Town to operate the recycle drop site at a location within the Town limits (the "Drop Site Requirement"), the Drop Site Requirement being further continued by the September 11, 2017 extension agreement through the expiration of its term ending December 31, 2024; and

WHEREAS, the Company has nevertheless pointed out that the international market for recyclable materials collapsed in late 2017, imposing unforeseen financial difficulties upon the Company and, as a result, the Town and Company would now like to amend the Original Contract to modify the Drop Site Requirement.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE ORIGINAL CONTRACT, AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are agreed to, accepted and incorporated herein by this reference.
2. **Amendment to Original Contract and Extensions.** The provisions of the Original Contract, most recently summarized at Section 4 of the 2014 Extension are hereby amended and modified to read as follows: "Company will provide to Town one, one and a half yard dumpster for recyclables, which will be located at the Naches Town Hall and which the parties will work cooperatively to operate."
3. **Counterparts.** This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

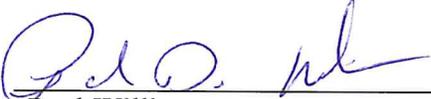
4. **Ratification.** All terms and provisions of the Original Contract not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Amendment, all references to the term "Original Contract", "Contract", "Extension" or other similar words in this Amendment and any previous extension or amendment of the Original Contract, including, without limitation, the 2014 Extension, shall include the terms contained in this Amendment.

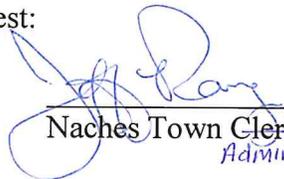
5. **Conflicting Provisions.** In the event of any conflict between the terms of the Original Contract (including any previous extension or amendment of the Original Contract, including, without limitation, the 2014 Extension) and this Amendment, the terms of this Amendment shall prevail.

6. **Authorization.** Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

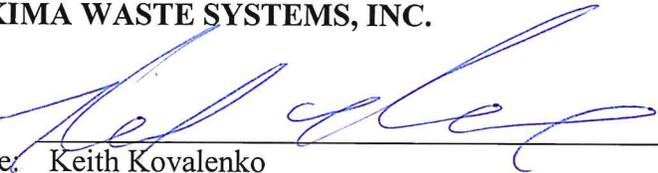
IN WITNESS WHEREOF, the parties execute this Amendment to Garbage Collection Contract as of the date first written above.

TOWN OF NACHES, WASHINGTON

By: 
Name: Paul Williams
Its: Mayor

Attest:
By: 
Naches Town Clerk
Administrator

YAKIMA WASTE SYSTEMS, INC.

By: 
Name: Keith Kovalenko
Its: District Manager