

ORDINANCE NO. 1925

AN ORDINANCE granting a non-exclusive franchise to Evergreen Waste Systems, Inc. for providing drop box services, and the collection, transportation, and disposal of solid waste.

WHEREAS, the City has heretofore issued a request for proposals directing interested parties to submit proposals for a drop box solid waste services program, and

WHEREAS, the City has evaluated the responses to its request for proposals and conducted interviews with at least three (3) parties responding to said request for proposals, and

WHEREAS, the City Council has determined that the proposal of Evergreen Waste Systems, Inc., is best suited to the needs of the City, and

WHEREAS, the City has through its duly designated representative negotiated a contract with Evergreen Waste Systems, Inc., and

WHEREAS, the Council has heretofore adopted Resolution No. 717 approving the contract between the City and Evergreen Waste Systems, Inc., and authorizing the Mayor to sign such contract on behalf of the City, and

WHEREAS, under the terms of said contract, the City is required to grant a non-exclusive franchise to Evergreen Waste Systems, Inc.,

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Grant of Franchise

Evergreen Waste Systems, Inc., its successors and assigns, hereinafter referred to as "Grantee", is hereby granted the non-exclusive right, privilege and franchise to provide drop box solid waste services in those areas within the geographical limits of the City of Camas that now or hereafter receive refuse collection services from the City of Camas.

The right, privilege and franchise herein granted shall be deemed non-exclusive, and shall continue and endure throughout the term of this Ordinance so long as the Grantee is in compliance with all the terms of this Ordinance, with the terms and provisions of the afore-

described contract between the City and Grantee, and with all applicable laws and regulations of the federal, state and local government.

Section II

Term

This franchise and the rights granted hereunder to Grantee in this Ordinance shall extend and endure for a term of up to ten (10) years from the effective date of this Ordinance, unless terminated by the City as provided in the aforescribed contract.

Section III

Indemnification

The Grantee, by its acceptance of this franchise, right and privilege, covenants and agrees with the City to at all times indemnify and hold harmless the City and its agents and employees from all claims, actions, suits, liabilities, losses, expenses or damages of every kind and description, which may accrue to or be suffered by any person or persons, firm, corporation or other body sustaining any damage arising out of Grantee's collection, transportation and disposal of garbage, refuse and trade waste, or any other act done by Grantee under this right and privilege.

Section IV

Forfeiture

Grantee shall forfeit and shall be deemed to have forfeited and abandoned all rights, privileges and authority hereby conferred, unless within thirty (30) days after the effective date of this Ordinance, it shall file in the office of the City Clerk, written acceptance of the rights and privileges conferred hereby, which acceptance shall contain an express undertaking by the Grantee, for itself and its successors and assigns, to faithfully comply with and be bound by the terms of this Ordinance and all of the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of or imposed by this Ordinance.

Section V

Assignment

This franchise and the rights herein granted may be assigned, but no such assignment shall be of any force or effect until a copy thereof, certified as such by the proper officials of the Grantee, shall be filed in the office of the City Clerk in the City, nor until the City Council of the City shall have consented to such assignment. Any successor or assignee of the Grantee must file with the City Clerk written acceptance of the rights, and privileges conferred hereby, and such successors or assignees' agreement to fully comply with and abide by and be bound by the terms of this Ordinance and all requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of or imposed upon the Grantee hereunder.

Section VI

Compliance with Regulations

Grantee covenants and agrees to comply with all state laws and regulations pertaining to the collection, disposal and transportation, of garbage, refuse and trade waste, and Grantee further covenants and agrees to procure all necessary licenses and certificates of authority to operate as a garbage and refuse collection company, and to establish its rates and charges in accordance with state laws and regulations.

Section VII

Publication Expense

Grantee shall reimburse the City for the cost of publication of this Ordinance.

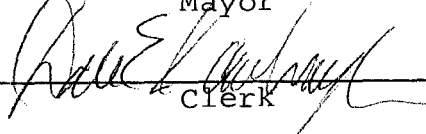
Section VIII

Effective Date

This Ordinance shall take effect and be in force five (5) days from and after its passage and publication according to law, and after acceptance by the Grantee as above required.

PASSED by the Council this 22 day of March, 1993.

SIGNED:   
Mayor

ATTEST:   
Clerk

APPROVED as to form:

[Signature]  
City Attorney

The rights and privileges conferred by the foregoing franchise Ordinance are hereby accepted this 31 day of March, 1993, by Evergreen Waste Systems, Inc., and said Grantee agrees to fully comply with and abide by and be bound by the terms of this Ordinance and all the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of or imposed upon the Grantee by this Ordinance.

EVERGREEN WASTE SYSTEMS, INC.

By: [Signature]

DATED: 3-31-93

Above acceptance received by the City of Camas this 30<sup>del</sup> day of March, 1993.

CITY OF CAMAS

By: [Signature]