

**ADDENDUM NO. 2
TO THE
LICENSE AGREEMENT BETWEEN LAKE HAVASU CITY AND ALLIED WASTE SYSTEMS INC.
FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTE**

This Addendum No. 2 to the License Agreement for the Collection, Transportation, and Disposal of Solid Waste ("Addendum") is entered into on _____, 2017, to be effective as of July 1, 2017 ("Effective Date"), between Allied Waste Transportation, Inc., a Delaware corporation ("Contractor") and Lake Havasu City, an Arizona municipal corporation ("City"), collectively the "Parties."

RECITALS

- A. Contractor, mistakenly identified as Allied Waste Services, Inc. and Allied Waste Systems, Inc., and City entered into a License Agreement for the Collection, Transportation, and Disposal of Solid Waste dated June 26, 2007 ("Agreement").
- B. The Parties desire to enter into this Addendum to extend the term of the Agreement and modify certain other provisions, as more fully set forth in this Addendum.
- C. Therefore in exchange for the mutual promises below and the sufficiency of the consideration being acknowledged by the Parties, the Parties agree to amend the Agreement as set forth below.

AGREEMENT

- 1. Extension of Term. The Parties agree to extend the term of the Agreement for an additional six (6) months, effective as of July 1, 2017, through December 31, 2017 ("Extended Term").
- 2. Revision of Exclusive License. The Parties agree that as of the Effective Date, the Agreement is amended as follows:

- a. Paragraph 8 is revised as follows:

Whereas, the City and Allied desire to leave no doubt as to their respective roles under the terms of this License Agreement, and declare that by entering into this Agreement, it is the City's intention to provide Allied with an exclusive license for the collection, transportation, and disposal of solid waste from residences in Lake Havasu City and that the City is not, by granting such a license becoming a guarantor, indemnitor, or in any way assuming financial responsibility for payment of any fees, charges, or any other cost of any nature imposed by Allied or otherwise billable by Allied to provide solid waste collection services, under the terms of this License Agreement;

- b. Section 1, Grant of Exclusive License, is revised as follows:

This Agreement grants an exclusive license to Allied, for the collection, transportation, and disposal of solid waste for all single-family and multi-family residential properties within Lake Havasu City, as more fully defined in Section 5(A).

c. Section 5(A), License Area Defined, is revised as follows:

A. **License Area Defined**. The license area granted by this License Agreement shall be all single-family residential and multi-family residential properties, except those multi-family residential properties defined by Arizona Revised Statute § 49-746, located within the City limits as they exist of the date of this Agreement and as shown on the map attached hereto as **Exhibit A** and by reference incorporated herein. As provided for below, the license area may be modified from time to time by City as the result of annexation proceedings.

d. Sections 8(F) Commercial and Industrial Services, 8(G) Container Service, and 8(H) Temporary Bin/Rolloff Services are deleted in their entirety.

e. Section 16, Insurance, is revised as follows:

- I. The last two sentences of Subsection B, Minimum Limits of Insurance, are deleted and replaced with the following: "A certificate of insurance evidencing the above required insurance coverages shall be filed with the Office of the City Manager. All of the following blanket-form endorsements are required to be made a part of the insurance policies to be obtained by Allied under this Section: "
- II. Subsection B(1) is modified as follows: The word "additional" is added in front of the word "insureds" in the second line.
- III. Subsection C is deleted in its entirety.
- IV. Subsection D is revised as follows: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better.
- V. Subsection E, Verification of Coverage, is deleted and replaced with the following: "Allied shall furnish City with certificates of insurance and original endorsements effective coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. The certificates and endorsements are to be on the ACORD form. All certificates and endorsements are to be received and approved by the City prior to commencement of services by Allied under the terms of this Agreement.

3. **Full Force and Effect**. All other terms and conditions of the Agreement not modified by this Addendum shall remain in full force and effect.

4. Capitalized Terms. Capitalized terms used in this Addendum and not otherwise defined shall have the meaning set forth in the Agreement.
5. Signatures. [On following page.]

LAKE HAVASU CITY

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

ALLIED WASTE TRANSPORTATION INC.

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Acknowledged before me this _____, 2017, by _____ of
Allied Waste Transportation Inc. on behalf of the corporation.

(seal)

Notary Public