

**AMENDMENT NO. 1  
TO THE  
SOLID WASTE FACILITIES AGREEMENT**

This Amendment No. 1 to the Solid Waste Facilities Agreement ("Amendment") 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 and City entered into a Solid Waste Facilities Agreement dated June 26, 2012 ("Agreement").
- B. The Parties desire to enter into this Amendment to extend the term of the Agreement and modify certain other provisions more fully set forth in this Amendment.
- 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 twelve (12) months, effective as of July 1, 2017, through June 30, 2018 ("Extended Term").
- 2. Operation of Landfill. The Parties agree that as of the Effective Date, Section 2(S) is deleted in its entirety and replaced with a new Subsection S as follows:

Contractor may accept Solid Waste for disposal at the Landfill from Lake Havasu City, Desert Hills, Horizon Six, Havasu Heights, and the Parker Area. At no time may rates charged for the disposal of "Outside City" waste be less than that charged for "In City" waste. The Contractor shall remit to the City 40% (less the \$3.00 per ton revised SWFP fee) of the revenue received from all Solid Waste excluding only Solid Waste taken to the Landfill by Contractor pursuant to that certain License Agreement between the City and Contractor dated July 9, 2007, as amended by Amendment No. 1 and Amendment No. 2. Contractor shall collect and remit to City 40% of all tipping and other related fees on all Solid Waste taken to the Landfill by Contractor for all services provided outside those included in the amended License Agreement.

- 3. Insurance. As of the Effective Date, Section 6B, Insurance, is modified as follows:
  - A. Subsection B(II)(i)(a), B(II)(ii)(a) and (B)(II)(iv)(a) are all deleted and replaced with the following: "The policy shall be endorsed to include the following as additional insureds,

via blanket-form endorsement, "Lake Havasu City, Arizona, its departments, agencies, boards, commissions, officers, officials, agents, volunteers, and employees."

- B. Subsection B(II)(i)(b), B(II)(ii)(b), B(II)(iv)(b) are all revised as follows: The words "blanket-form" are added in front of "waiver" in the first line.
  - C. Subsection B(III) is deleted and replaced with the following: "Each insurance policy required by the insurance provisions of this Agreement shall not be cancelled without thirty (30) days written notice from the insurer to the City."
  - D. Subsection B(IV) is deleted and replaced with the following: "Insurance coverage must be provided by an insurance company approved to do business in Arizona and rated A-VIII or better by AM Best's Insurance Rating."
  - E. Subsection B(V) is modified as follows: "Contractor shall furnish to City certificates of insurance and copies of all applicable endorsements as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to evidence coverage on its behalf. Certificates shall be mailed directly to City [Lake Havasu City, Attention Community Investment Department, Procurement Division, 2330 McCulloch Blvd. North, Lake Havasu City, 86403]. All certificates and endorsements are to be received and approved by the City within ten (10) business days of the effective date of this Agreement. Each insurance policy required by this Agreement must be in effect at or prior to the commencement of the Agreement and must remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of the Agreement."
- 4. Full Force and Effect. All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.
  - 5. Capitalized Terms. Capitalized terms used in this Amendment and not otherwise defined shall have the meaning set forth in the Agreement.
  - 6. 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