

**AMENDMENT 1 TO INTERLOCAL AGREEMENT BETWEEN BI-COUNTY SOLID  
WASTE MANAGEMENT AND THE CITY OF FRANKLIN FOR THE TRANSPORT  
AND DISPOSAL OF SOLID WASTE  
COF Contract No.: 2012-0023**

THIS AMENDMENT is made and entered into on this, the \_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Franklin, Tennessee, hereinafter referenced as City, and Bi-County Solid Waste Management System, hereinafter referenced as Bi-County, who mutually agree as follows:

**WITNESSETH:**

**WHEREAS**, the City and Bi-County entered into an Interlocal Agreement for the transport and disposal of solid waste effective July 1, 2012 (“Agreement”); and

**WHEREAS**, the City and Bi-County desire to modify certain terms of the Agreement.

**NOW THEREFORE**, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. In Section IV. City’s Obligations, the first sentence of paragraph 3 shall be amended by deleting the words shown in ~~striketrough~~ and inserting the words shown in **bold** so that it reads as follows: “The City shall maintain the Transfer Station which shall be open for the performance of this Agreement between the hours of 6:00 a.m. and ~~3:00 p.m.~~ **4:00 p.m.**”
3. In Section IV. City’s Obligations, paragraph 4 shall be deleted in its entirety.
4. In Section V. Bi-County’s Obligations, paragraph 3, the first sentence shall be amended by deleting the words shown in ~~striketrough~~ and inserting the words shown in **bold** so that it reads as follows: “Bi-County shall provide necessary personnel with necessary trucks and equipment to transport at least ~~Two Hundred Seventy Five (275)~~ **Five Hundred (500)** tons per work day from the Transfer Station to the Sanitary Landfill.”
5. In Section VII. Health and safety, the first sentence of paragraph 5 shall be amended by deleting the words shown in ~~striketrough~~ and inserting the words shown in **bold** so that it reads as follows: “If death, serious injuries, or serious property damages are caused, the accident or loss will be reported verbally and immediately to the City of Franklin Risk Management Department at (615) 791-3277 during business hours and at ~~(615) 708-6720~~ **(615) 478-8838.**”
6. In Section IX. Term, the second sentence shall be amended by deleting the words shown in ~~striketrough~~ and inserting the words shown in **bold** so that it reads as follows: “The Agreement may be extended at the City’s option for ~~four~~ **seven** additional ~~3~~ **4**-year terms.”
7. ENTIRE AGREEMENT. This Amendment, along with Exhibit A, and the Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties,

whether oral or written, regarding the subject matter of this Amendment. The terms and conditions may not be changed except by an Amendment expressly referencing this amendment by section number and signed by an authorized representative of each party.

8. SURVIVAL. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.
9. All other provisions of the Agreement dated July 1, 2012 are unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

\_\_\_\_\_  
BY: Eric S. Stuckey, City Administrator

\_\_\_\_\_  
BY: Dr. Ken Moore, Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City of Franklin Attorney

ATTEST:

BI-COUNTY SOLID WASTE  
MANAGEMENT SYSTEM

\_\_\_\_\_  
BY:

\_\_\_\_\_  
BY:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Bi-County Solid Waste Management System Attorney