

**THIRD AMENDMENT TO THE FRANCHISE  
AGREEMENT FOR THE COLLECTION  
TRANSPORTATION AND DISPOSAL OF SOLID  
WASTE**

**between**

**THE CITY OF NORTH LAS VEGAS**

**and**

**REPUBLIC SILVER STATE DISPOSAL INC.**

**and**

**REPUBLIC DUMPCO, INC.**

## **THIRD AMENDMENT TO THE FRANCHISE AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE**

This Third Amendment to the Franchise Agreement for the Collection, Transportation and Disposal of Solid Waste (“Third Amendment”) is executed to be effective the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) between the City of North Las Vegas, a municipal corporation of the State of Nevada (the “City”), Republic Silver State Disposal, Inc. a Nevada corporation d/b/a/ Republic Services of Southern Nevada (“Franchisee”) and Republic Dumpco, Inc. a Nevada corporation (“Dumpco”).

### **RECITALS**

WHEREAS, it is declared to be the policy of the City to regulate the collection, transportation and disposal of solid waste and recyclables in a manner consistent with federal and state laws; and

WHEREAS, the City is authorized, pursuant to the Charter of the City of North Las Vegas and applicable provisions of general laws of the State of Nevada, to enter into this Third Amendment and may, pursuant to NRS 268.081, grant an exclusive contract to any person to perform collection, transportation and disposal of “garbage and other waste” which collectively refer to solid waste herein; and

WHEREAS, the City and Franchisee are parties to that certain Second Amendment and Total Restatement of the Franchise Agreement for the Collection, Transportation and Disposal of Solid Waste by and among the City, Franchisee and Dumpco dated December 5, 2012 (the “Franchise Agreement”); and

WHEREAS, the City and Franchisee entered into a Memorandum of Understanding (“MOU”) on January 21, 2021 to address litter issues along I-15 corridor and near the Cheyenne Transfer Station as well as certain concerns with residents of multi family apartment complexes not being eligible for free dumping at the Cheyenne Transfer Station; and

WHEREAS, the Parties desire to amend the amount of the Annual Credit, number of annual Free Services and amount of the SWEPT Allowance; and

WHEREAS, the Parties desire to enter into this Third Amendment to change the basis for the annual rate adjustment from the CPI-U to the CPI indicator that more accurately reflects annual costs within the solid waste collection industry. As adopted, the CPI is as follows: Historic Consumer Price Index for water and sewer and trash collection services, U.S. city average, all urban consumers, not seasonally adjusted (Current Series ID: CUUR0000SEHG), as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the most recent calendar year ended on December 31 as compared to the previous calendar year that ended on December 31 (hereafter, "CPI"); and

WHEREAS, the City and Franchisee desire to update the City's solid waste ordinance including the definition of CPI and to make it clear that all charges are subject to the CPI; and

WHEREAS, the Parties desire to increase the amount of the security for performance provided by Franchisee to City; and

WHEREAS, the Parties desire to incorporate the provisions of the MOU into this Third Amendment; and

WHEREAS, the Parties desire to add a Force Majeure clause to the Franchise Agreement;

WHEREAS, Section 32 of the Franchise Agreement permits modification of the Franchise Agreement if such amendment is approved by the City of North Las Vegas City Council and Franchisee.

NOW THEREFORE, for and in consideration of the agreement and mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following terms and conditions:

## **AGREEMENT**

1. SECTION 5: ANNUAL CREDIT AND SWEPT ALLOWANCE of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

A. City vehicles may dispose of solid waste, other than construction and demolition waste and sewage waste, collected in the normal and customary

course of City business that is not in competition with Franchisee, its affiliates or this Agreement at any authorized disposal site owned or operated by Dumpco or Franchisee with Clark County, Nevada without charge in tipping and solid waste service fees annually (“Annual Credit”), which shall be (a) adjusted annually based upon the percentage change in CPI in accordance with Section 8.20.290 of the Code; and (b) pro-rated on a per diem basis, when applicable. As of the effective date of the Third Amendment, the Annual Credit is \$839,072.30. The Annual Credit may include, but is not limited to, the following City services in conjunction with City owned or leased buildings: commercial services, industrial accounts on call, industrial accounts scheduled, office recycling. The City may also use the Annual Credit towards bulk mattress pick up events and mattress bag distribution events. In addition, the Annual Credit includes street sweeping within the City. Franchisee also agrees to assist the City with up to nine (9) City initiated and sponsored events per year (“Free Services”). Each event shall only last one (1) day. The City may, in its sole discretion, use up to two (2) of the nine (9) annual City sponsored events for North Las Vegas residents who live in multi-family complexes within the City to dump their solid waste, without charge, at the Cheyenne Transfer Station. The City shall coordinate the selected dates with the Franchisee a minimum of thirty (30) days before the event date. In order for a resident of a multi-family apartment complex to dump their solid waste for free at the Cheyenne Transfer Station during one of the two (2) annual City sponsored events, the resident must have in their possession all of the following at the time of the free disposal day: (1) valid identification card with a photo; (2) current lease with a multi-family apartment complex located within the City’s municipal boundaries; and (3) the name on the current lease must match the name on the identification card of the person who wants to dispose of the solid waste. The City’s Free Services, as requested by City, shall be similar and customary to services that achieve the City’s objectives in its normal and due course of City business. The Annual Credit is for the exclusive use of the City and is not transferable to any other party, entity or operator. The Annual Credit shall only be used during the current fiscal year and any excess shall not be carried into any future fiscal years. If the amount of the Free Services exceed the Annual Credit, the City agrees to pay Franchisee for the amount of the Free Services that exceeds the amount of the Annual Credit. Franchisee shall bill the City quarterly or monthly the prevailing tipping and solid waste service fees for the solid waste disposed of by City vehicles, which will reflect the services provided to the City and the

Annual Credit allotted to the City and the amount of Free Services used. Notwithstanding the foregoing, the Annual Credit detailed in this Section shall not extend to the Clark County Regional Flood Control District serviced by the City or any other entity that the City is acting as an agent for or entity that the City has contracted with for City services. The Clark County Regional Flood Control District serviced by the City shall be subject to Dumpco's and Franchisee's standard tipping and solid waste service fees.

B. Solid Waste Enforcement Protection Team ("SWEPT") is a specialized anti-trash task force dedicated to protecting the City's environment and the health and safety of the City. As of the effective date of the Third Amendment, Franchisee shall provide the City with no less than \$235,416.89 annually for SWEPT (the "SWEPT Allowance"). The SWEPT Allowance shall be (a) pro-rated on a per diem basis, when applicable; (b) adjusted annually based upon the percentage change in the CPI; and (c) upon a request by Franchisee, the City agrees to dedicate a minimum of twenty (20) hours per week of the SWEPT's time to work on solid waste and franchise agreement enforcement issues within the City.

2. SECTION 9(A): SECURITY FOR PERFORMANCE of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

A. As of the effective date of the Third Amendment, Franchisee shall at all times provide security in the form of a letter of credit, performance bond or cash deposit, delivered to the Director of Finance, in the amount of Ten Million Dollars (\$10,000,000.00), to remain in force during the term of this Agreement, any or all of which may be claimed by the City as payment for fees and damages, and to recover losses resulting to the City from Franchisee's failure to perform.

3. SECTION 15: RATES; ADJUSTMENTS of the Franchise Agreement is hereby deleted in its entirety and replaced with the following language:

A. Effective July 1, 2025 and continuing annually thereafter, the charges conditioned in Chapter 8.20 of the Code shall be adjusted by an amount equal to the change in the average annual Historic Consumer Price Index (CPI) for water and sewer and trash collection services, U.S. city

average, all urban consumers, not seasonally adjusted (Current Series ID: CUUR0000SEHG), as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the most recent calendar year ended on December 31 as compared to the previous calendar year ended on December 31. Franchisee shall submit new proposed rate sheets to the City, based on applicable CPI for water and sewer and trash collection services and any other adjustments authorized by the Code, no later than March 1 of each year. The City will verify the accuracy of Franchisee's proposed new rates and will notify Franchisee of the City's approval of the proposed rates or of any discrepancies between Franchisee's proposed rates and the City's calculations. The City and Franchisee shall take all actions necessary to reconcile any such discrepancies and to agree on Franchisee's new rate schedules, to be effective as of July 1, no later than April 1 of each year.

- B. In the event that an unforeseen economic circumstance has occurred, Franchisee may request a rate adjustment that is not based on water and sewer and trash collection services CPI changes. Franchisee shall submit verification of the unforeseen economic circumstance in writing to the City Manager with documentation supporting the rate increase request. The City may require Franchisee to provide, at Franchisee's expense, a certified audit of the books and records of account of Franchisee if the City determines that such an audit is required to substantiate the request for a rate increase. Any rate adjustment based upon an unforeseen economic circumstance will require approval of the City Council.

- 4. A new SECTION 34: LITTER REMOVAL; TARPING; TRACK OUT; MEETINGS is now added to the Franchise Agreement to read as follows:

- A. 1-15 Corridor Litter Removal. Franchisee will provide litter removal services ("Removal Services") in the 1-15 Service Area (as hereinafter defined) via either (i) temporary labor directed by Franchisee's staff (subject to obtaining any required Nevada Department of Transportation permits), (ii) the Adopt-a-Highway program, or (iii) another reasonably equivalent method. The Removal Services will be conducted every other week at locations along the public right of way identified as (A) the approximately 10-mile section of northbound Interstate 1-15 between mile marker 54 and mile marker 64 and (B) the approximately five-mile

section of southbound Interstate 1-15 between mile marker 59 and mile marker 64 (the "1-15 Service Area"). The Parties may mutually agree to modify the 1-15 Service Area. On a monthly basis, Franchisee personnel will perform a visual inspection of the 1-15 Service Area and use these inspections to determine the frequency and location of future Removal Services to ensure an effective cleanup is completed. Franchisee shall adjust the frequency of the Removal Services as necessary to prevent the accumulation of litter. The Removal Services in the 1-15 Service Area shall include the pickup of wind borne litter and trash suitable for bagging and, subject to Franchisee obtaining any necessary permits, which Franchisee shall diligently pursue, the pickup of larger items, such as mattresses and appliances. The Removal Services in the I-15 Service Area shall not include the removal of hazardous materials, accident/collision debris, or automotive parts.

- B. Transfer Station Litter Removal. Franchisee will provide Removal Services along both sides of the sidewalk and buffer area of that portion of the public right of way identified as Cheyenne Avenue between N. Martin Luther King Boulevard and the Interstate 1-15 on-ramp on a weekly basis (the "Transfer Station Service Area"). Franchisee shall adjust frequency of the Removal Services at the Transfer Station Service Area as necessary to prevent the accumulation of litter.
- C. Multi-family Apartment Complexes. The parties acknowledge that residents of multifamily apartment complexes are not eligible for free dumping at the Cheyenne Transfer Station because the owners of such complexes are responsible for the solid waste disposal needs of their tenants through commercial solid waste accounts. Franchisee is committed to developing bulk pick up service options for multi-family apartment complexes that will include a manual pick up option and a large container delivery option, which will be available to the owners of such complexes for additional fees. From time to time, the City may provide Franchisee with a list of multi-family apartment complexes with overflow garbage, which list shall include addresses, ownership information and contact information, to the extent the City has such information in its records. If Franchisee determines that the existing level of service is not adequate to address the solid waste disposal needs of those complexes identified by the City, Franchisee shall contact the respective owners of such complexes to recommend increased service or additional services at owner's expense. If an owner does not increase

service or add additional service after receipt of notice and a service recommendation from Franchisee, Franchisee shall notify the City via Code Enforcement, which notice may be accompanied by back up photographs of overloaded containers or other evidence of inadequate service levels. In these circumstances, the City agrees to assist Franchisee getting the owners of the multi family apartment complexes to increase frequency of service levels or contract for additional services to address the identified and documented issues.

- D. Tarping. On a daily basis, Franchisee will inspect the tarping/covering of all open top containers and/or trucks that will be used on the right of way and make any necessary repairs to ensure that litter and debris is not escaping from the containers or trucks.
- E. Track Out and Nuisance Dust. Franchisee will implement procedures to reduce track out and nuisance dust on the wheels of the trucks departing from the landfill.
- F. Meetings. The Parties shall meet monthly to discuss solid waste issues, provided that the failure to hold a meeting shall not be a breach of the Franchise Agreement if the City determines that such meeting is not necessary or if the Franchisee requests to cancel the meeting and provides sufficient justification.
- G. Existing MOU. As of the Effective Date, the terms, conditions, covenants and agreements contained in the Existing MOU are terminated by mutual agreement and shall have no further force or effect.

5. A new SECTION 35 regarding FORCE MAJEURE is now added to the Franchise Agreement to read as follows:

- A. In the event that Franchisee is prevented from performing or is unable to perform any of its obligations under this Franchise Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strikes, lockouts, labor troubles, epidemic, pandemic, terrorist attack, destruction of production facilities, riot, insurrection, material unavailability, failure of power, governmental restrictions, or any other cause beyond the reasonable control of Franchisee, and if Franchisee shall have used its best efforts to mitigate its effects, and if Franchisee shall give prompt written notice to



City, Franchisee's performance under this Franchise Agreement shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Franchise Agreement on the date written above.

**CITY OF NORTH LAS VEGAS,  
a Nevada municipal corporation**

By: \_\_\_\_\_  
Mayor Pamela Goynes-Brown

Attest:

By: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Andrew Moore, Esq., City Attorney

**REPUBLIC SILVER STATE DISPOSAL, INC.**  
**a Nevada corporation**

By: \_\_\_\_\_  
Bryant Thornton, Vice President

**REPUBLIC DUMPCO, INC.,**  
**a Nevada corporation**

By: \_\_\_\_\_  
Bryant Thornton, Vice President