

**AMENDED AND RESTATED
FRANCHISE AGREEMENT
FOR COLLECTION, TRANSPORTATION
AND DISPOSAL OF SOLID WASTE**

Between

COUNTY OF CLARK

and

REPUBLIC SILVER STATE DISPOSAL, INC.

and

REPUBLIC DUMPCO, INC.

**AMENDED AND RESTATED FRANCHISE AGREEMENT FOR COLLECTION,
TRANSPORTATION AND DISPOSAL OF SOLID WASTE
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**AMENDED AND RESTATED FRANCHISE AGREEMENT
FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE**

This AMENDED AND RESTATED FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE (this "Franchise Agreement") is executed to be effective the _____ day of _____, 2022 (the "Effective Date") between the County of Clark, a subdivision of the State of Nevada (the "County"), Republic Silver State Disposal, Inc., a Nevada corporation d/b/a Republic Services of Southern Nevada, and Republic Dumpco, Inc., a Nevada Corporation, both of which are wholly owned subsidiaries of Republic Services, Inc. ("Franchisee").

RECITALS

WHEREAS, Federal and State regulations mandate environmentally sound solid waste disposal; and

WHEREAS, the Board of County Commissioners shall provide solid waste collection services within the unincorporated County; and

WHEREAS, the Board of County Commissioners, pursuant to NRS 244.187 and 244.188 may grant an exclusive franchise to any person to perform the collection and disposal of "garbage and other waste" which includes solid waste and curbside residential recyclables; and

WHEREAS, the Board of County Commissioners has determined that franchised solid waste collection service, residential curbside recycling, sewage waste and household hazardous waste collection provide the most effective approach to environmentally sound solid waste collection and disposal services; and

WHEREAS, the Franchisee is willing and able to continue to perform environmentally sound solid waste, sewage waste, residential recycling and household hazardous waste collection, transportation and disposal services to the residents and businesses within the urban and rural service areas of unincorporated Clark County; and

WHEREAS, on April 20, 1993, the County and Franchisee entered into a franchise agreement for collection and disposal of solid waste; and

WHEREAS, on August 31, 1993, the Board of County Commissioners and Franchisee mutually agreed to a Memorandum of Understanding (MOU) which delineates certain conditions and responsibilities associated with the closure of the Sunrise Landfill and the opening of the designated Apex Regional Landfill; and

WHEREAS, on October 5, 1993, the County and Franchisee entered into a modification agreement to the franchise agreement for the collection and disposal of solid waste in order to ensure long term continuing availability of solid waste disposal services for Clark County in a fully permitted regional solid waste landfill; and

WHEREAS, on October 5, 1993, the County and Franchisee entered into the Agreement for Disposal of Solid Waste at the Apex Regional Landfill (the "Apex Landfill Agreement"); and

WHEREAS, on February 6, 1996, the County entered into a Franchise Agreement with Silver State Disposal Services, Inc., to provide solid waste collection, transportation and disposal services in unincorporated Clark County (the "Existing Franchise Agreement"); and

WHEREAS, on August 5, 1997, the Franchise Agreement was transferred and assigned to Republic Silver State Disposal, Inc. a wholly owned subsidiary of Republic Industries, Inc.; and

WHEREAS, on June 15, 1999, the County and Franchisee entered into an Agreement Regarding Sunrise Landfill and Extension of Franchise Agreement (the first amendment to the Existing Franchise Agreement, hereinafter the "Sunrise Landfill Agreement") which modified the term of the Existing Franchise Agreement and the Apex Landfill Agreement until September 30, 2035; and

WHEREAS, on August 2, 2005, the County and Franchisee entered into the Second Amendment to the Existing Franchise Agreement which modified Section 1 of the Existing Franchise Agreement, added a new Section 2 to the Existing Franchise Agreement, replaced

Section 6 (formerly Section 5), Subsection 7(b) (formerly Subsection 6.b), Subsection 11.b (formerly Subsection 10.b) and Section 12 (formerly Section 11) with new language and also modified Exhibit C and deleted Exhibit D-6 in its entirety ("Second Amendment to Existing Franchise Agreement"); and

WHEREAS, on October 6, 2009, the County and Franchisee entered into the Agreement for Disposal of Solid Waste and Operation of the Laughlin Landfill Agreement (the "Laughlin Landfill Agreement"); and

WHEREAS, on November 19, 2013, the County and Franchisee entered into the Third Amendment to the Existing Franchise Agreement to allow for the implementation of single stream recycling throughout the County ("Third Amendment to Existing Franchise Agreement"); and

WHEREAS, the County and Franchisee desire to replace the Existing Franchise Agreement including the Second Amendment and Third Amendment to the Existing Franchise Agreement in its entirety with this total amended and restated franchise agreement (the "Franchise Agreement"); and

WHEREAS, the County and Franchisee desire to maintain the Sunrise Landfill Agreement; and

WHEREAS, the County and Franchisee desire to maintain the Apex Landfill Agreement which is in effect until September 30, 2035; and

WHEREAS, the County and Franchisee desire to maintain the Laughlin Landfill Agreement including Section 6.01 of that agreement that states the term of the Laughlin Landfill Agreement shall run concurrent with the Franchise Agreement; and

WHEREAS, the County and Franchisee agree that Franchisee has fulfilled all previous obligations in the Existing Franchise Agreement, including amendments, Sunrise Landfill Agreement, Laughlin Landfill Agreement and Apex Landfill Agreement and acknowledge that the Existing Franchise Agreement is in effect until September 30, 2035; and

WHEREAS, Franchisee is seeking to change the applicable Consumer Price Index (CPI) to reflect the average annual adjustment under the CPI for water and sewer and trash collection services that is applied to all service rates; and

WHEREAS, County and Franchisee agree that use of water and sewer and trash collection services CPI is more representative of costs associated with the solid waste industry.

NOW THEREFORE, for and in consideration of the agreements and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereto acknowledges, the parties hereby agree to the following terms and conditions:

SECTION 1: CHAPTER 9.04 OF THE CLARK COUNTY CODE

All terms, phrases, words and derivations of such words used in this Franchise Agreement shall be defined as provided by Chapter 9.04 (Solid Waste Management) of the Clark County Code (the "Code") or as specifically provided by this Franchise Agreement. If there is a conflict between a term defined specifically by this Franchise Agreement and the Code, the definition as provided by Chapter 9.04 shall prevail except as set forth below. Both parties agree that the County may amend sections in Chapter 9.04; however, if any such amended sections would cause a significant negative impact to Franchisee financially or with respect to Franchisee's operations under this Franchise Agreement, then the parties shall meet and negotiate, in good faith, an amendment to this Franchise Agreement to address the negative financial and/or operational issues caused by such amended sections.

SECTION 2: DURATION

This Franchise Agreement replaces the Existing Franchise Agreement, including the Second Amendment and Third Amendment to the Existing Franchise Agreement in its entirety upon the Effective Date. The term and conditions of this Franchise Agreement are operative from the effective date until 11:59 p.m. on September 30, 2035, unless otherwise terminated, amended or extended pursuant to the terms of this Franchise Agreement or the Code.

SECTION 3: EXISTING FRANCHISE AGREEMENT SUPERSEDED; SUNRISE LANDFILL AGREEMENT; LAUGHLIN LANDFILL AGREEMENT; APEX LANDFILL AGREEMENT; EXCLUSIVITY

A. As of the Effective Date, the terms, conditions, covenants and agreements contained in the Existing Franchise Agreement, the Second Amendment to the Existing Franchise Agreement and the Third Amendment to the Existing Franchise Agreement are superseded by the terms, conditions, covenants and agreements contained in this Franchise Agreement.

B. The County and Franchisee agree to continue the terms and provisions of the Apex Landfill Agreement which is in effect until September 30, 2035 unless otherwise modified or amended by the parties;

C. The County and Franchisee agree to continue the terms and provisions of the Sunrise Landfill Agreement which is also known as the first amendment to the Existing Franchise Agreement.

D. The County and Franchisee agree to continue the terms and provisions of the Laughlin Landfill Agreement, including Section 6.01 of that agreement which states that the term of the Laughlin Landfill Agreement shall run concurrently with the Franchise Agreement.

E. Subject to the terms and conditions contained in this Franchise Agreement and the Code, the County hereby grants to Franchisee the exclusive right to collect, transport, and dispose of all solid waste, sewage waste, curbside residential recycling and household hazardous drop off service, except as otherwise provided by this Franchise Agreement or Section 9.04.070 of the Code, within the unincorporated boundaries of the County, as the same now exists or may be adjusted by annexation in the future.

SECTION 4: TIPPING FEES; ANNUAL CREDIT; CODE ENFORCEMENT ALLOWANCE; COUNTY SERVICES

A. As of the Effective Date, tipping fees charged to County shall be calculated at the rate of \$40.25 per ton at Apex Landfill and will change annually based upon the rate adjustments set forth in this Franchise Agreement and the Code. Adjustments shall be effective on July 1 of each year. County disposal at Laughlin Landfill shall be governed by the terms of the Agreement for Disposal of Solid Waste and Operation of the Laughlin Landfill. County tipping fees are hereinafter defined as the fees charged by Franchisee to County to

dispose of each ton of solid waste at the Apex Regional Landfill ("Apex") operated by Franchisee within Clark County, Nevada ("County Tipping Fees"). Franchisee has the sole right to determine how solid waste is measured and the amount of tipping fees charged to any party other than the County, however, Franchisee shall comply with the rate for County Tipping Fees charged to the County as set forth in this Franchise Agreement.

B. County vehicles may dispose of solid waste, including construction and demolition waste collected in the normal and customary course of County business that is not in competition with Franchisee, its affiliates or this Franchise Agreement at Apex or Laughlin Landfills. Franchisee shall provide County with an annual credit amount for County Tipping Fees, and community clean ups (the "Annual Credit"). Beginning on July 1, 2022, Franchisee agrees to provide the County an Annual Credit of \$750,000. Thereafter, on each successive July 1 for the next four (4) years, the Annual Credit will increase by \$100,000 each year such that on July 1, 2026, the maximum amount of the Annual Credit available for County use will be \$1,150,000. Beginning on July 1, 2027, the Annual Credit of \$1,150,000 will increase by the amount of the rate adjustment provided for in this Franchise Agreement and Section 9.04.260 of the Code. The Annual Credit is for the exclusive use of the County and is not transferable to any other party, entity or operator or other government agency. Franchisee shall submit an itemized statement to the County Manager on a quarterly basis which shows the amount of the County Tipping Fees that have been used, the number of tons tipped, and the amount of community clean ups that have been used as compared to the total amount of the Annual Credit for that year. Franchisee agrees to use the amount of \$40.25 per ton as of the Effective Date, as adjusted annually based upon this Franchise Agreement and the Code, for the calculation of the Annual Credit. The Annual Credit shall not extend to transportation and disposal of sewage waste and waste from the Clark County Regional Flood Control District serviced by the County or any other entity that the County is acting as an agent for or entity that the County has contracted with for County services. The Clark County Regional Flood Control District serviced by the County shall be subject to Franchisee's, and its affiliates, standard tipping and solid waste service fees. The County agrees that it shall not use the Annual Credit to pay any third parties for collection, transportation or disposal of solid waste, sewage waste or recyclables in connection with any program, service or pilot program implemented by the County.

C. Beginning on July 1, 2022 and by no later than July 1 of each calendar year, Franchisee shall pay the County two hundred ninety-three thousand seven hundred five dollars and sixty-eight cents (\$293,705.68) to offset the cost of code enforcement services ("Code Enforcement Allowance"). The annual Code Enforcement Allowance shall increase three percent (3%) above the preceding year. County and Franchisee agree to work together to ensure that code enforcement is educated on enforcement of solid waste issues. If Franchisee determines that enforcement is not being adequately addressed, the County agrees to meet with Franchisee and develop a plan to ensure that this Franchise Agreement and Chapter 9.04 of the Code are being enforced within the limitations of the Code to the satisfaction of Franchisee and County. As part of the plan, Franchisee may ask the County to dedicate an average of up to forty (40) hours of staff time on a weekly basis to resolve any solid waste enforcement issues. The terms of this Franchise Agreement supercede the terms of the Donation Agreement for Solid Waste Environmental Protection Team dated May 7, 2019.

D. The County agrees to utilize and pay for Franchisee's services for collection, transportation and disposal of all solid waste and recyclables except as set forth in Subsection 4(B) of this Franchise Agreement and shall be charged the rates set forth in the Code which shall be subject to the annual adjustments as set forth in this Franchise Agreement and the Code.

SECTION 5: SEWAGE WASTE COLLECTION; LIQUID WASTE COLLECTION

A. **Clark County Water Reclamation District ("District").** The Franchisee shall collect, haul, and/or dispose of one-hundred percent (100%) of the District's Sewage Waste that is not diverted for recycling at the applicable rates and other provisions established for Sewage Waste in accordance with the Code, this Franchise Agreement, and the provisions, procedures, and/or other requirements set forth below.

B. **Frequency of Service at the Flamingo Water Resource Center ("FWRC").** The District's capacity to store Sewage Waste is finite and it is of prime importance to remove the Sewage Waste as often as necessary to not delay or hamper District operations at the FWRC. Therefore, Franchisee shall empty and remove Sewage Waste from the FWRC daily, seven (7) days per week, at a frequency sufficient to meet the District's needs and avoid any disruption to the operations of the District at FWRC. The District will notify Franchisee of its Sewage Waste disposal needs daily. As needed, the Project Manager and Franchisee

Representative may develop a different, mutually acceptable method of notification to alert the Franchisee when pickups should be made.

1. Temporary Increased Waste. From time to time, the District's daily production of Sewage Waste at FWRC will be significantly greater than the "average" production. The average will increase over the term of this Franchise Agreement. Franchisee shall ensure that the average production can be disposed of in a timely manner so as not to interfere with the District's operations at FWRC. The District shall work with the Franchisee to establish schedules that are mutually acceptable. In the event Sewage Waste production is anticipated to be greater than fifteen percent (15%) more than the average production, the District shall give Franchisee a minimum of seven (7) days advance notification. If the District fails to provide timely notification and Franchisee is unable to dispose of the excess Sewage Waste above one hundred fifteen percent (115%) of the average, Franchisee shall not be liable for any costs incurred if the District elects to utilize its own resources as detailed in this Section.

2. Changes to Frequency of Service. The District shall notify Franchisee at least every six (6) months of any increase or decrease in the average and maximum daily requirements in order that Franchisee can make arrangements to make adjustments to the resources made available to perform under the terms of this Franchise Agreement.

C. **Solids and Sludge Cake.** Franchisee shall receive and haul solids and sludge cake Sewage Waste from a location designated by the District at the FWRC using Franchisee trailers that will receive the solids and sludge cake directly from their storage location(s) (e.g. sludge cake hoppers). Solids and sludge cake shall be hauled by the Franchisee to the Apex Landfill where it shall be properly and legally disposed. The primary method of disposal shall be sanitary landfilling; however, Franchisee may use alternative methods of disposal that are approved by the District and the Southern Nevada Health District and are in full compliance with all federal, state and local regulations.

D. **Grit, Screenings, and Solidified Liquid.** Grit, screenings, and solidified liquid Sewage Waste from the FWRC shall be loaded into receptacles or trailers provided by Franchisee and then hauled to the Apex Landfill by the Franchisee. The District and Franchisee agree that the grit, screenings, and solidified liquid Sewage Waste shall be charged on a per load basis at the rates set forth in the Code for Sewage Waste, which shall be subject to annual rate adjustments in accordance with this Franchise Agreement and the

Code. If necessary, the Project Manager and Franchisee Representative may work together to establish a different conversion rate to apply the rate for Sewage Waste to the grit, screenings, and solidified liquid Sewage Waste without having to weigh each load of grit, screenings, and solidified liquid Sewage Waste in accordance with Subsection 5(E) of this Franchise Agreement.

E. Convenience Conversion Rate. The parties agree that a convenience conversion rate, tied to the rates set forth for disposing of Sewage Waste or Liquid Waste in the Code, may be necessary to establish rates for certain services. To determine a convenience conversion rate, the following factors will be considered: (i) the tonnage carried per load; (ii) varying interests in chosen procedure/process; (iii) additional or reduced costs to operate/utilize equipment; and (iv) additional or reduced labor costs. Both District and Franchisee must agree in writing in advance to the use of any convenience conversion rate.

F. Liquid and Non-Routine Sewage Waste. Sewage Waste that is liquid waste ("Liquid Waste") or that is not solids, sludge cake, grit, screenings, or solidified liquid waste ("Non-Routine Sewage Waste") shall be collected, hauled, and disposed of at Apex Landfill (or other location designated by Franchisee) by District (or a third-party on District's behalf in accordance with Subsection 5(G) of this Franchise Agreement), unless District and Franchisee have otherwise agreed for Franchisee to collect and haul the waste to Apex Landfill. Liquid Waste shall be disposed of at Apex Landfill at the rate designated for Liquid Waste under Clark County Code, separate and apart from the rate applicable to all other Sewage Waste, which is subject to rate adjustments set forth in the Code and this Franchise Agreement.

G. Use of Third Party. The District and Franchisee agree that Franchisee is solely responsible for the disposal of Sewage Waste as set forth in the Code and Section 5(A) of this Franchise Agreement, but without limiting the District's rights and remedies under the Code and Section 5(L) of this Franchise Agreement, the District may otherwise use a third party to haul Sewage Waste from any facility for disposal at Apex Landfill or Laughlin Landfill upon Franchisee's consent in advance, which shall not be unreasonably withheld. Additionally, without any prior consent of Franchisee, the District is authorized to use a third party to haul Liquid Waste and Non-Routine Sewage Waste from any facility for disposal at Apex Landfill or Laughlin Landfill under the same terms and conditions as if the District was to have hauled the Liquid Waste and Non-Routine Sewage Waste.

H. **Trash Service.** District shall receive regular trash service at all facilities just as Franchisee provides to the County pursuant to the terms and conditions of this Franchise Agreement.

I. **Remote Locations.**

1. Laughlin Water Resource Center ("LWRC"). Franchisee shall accept the disposal of all Sewage Waste from the LWRC at the Laughlin Landfill a frequency sufficient to meet the District's needs and avoid any disruption to the operations of the District at LWRC at the rates set forth in the Code for Sewage Waste and Liquid Waste, which is subject to the rate adjustments set forth in the Code and this Franchise Agreement. The District shall collect and haul to the Laughlin Landfill all sludge cake produced at the LWRC. The Project Manager and Franchisee Representative will work together to establish a frequency of collection and/or disposal of Sewage Waste from the LWRC that meets the requirements of the District.

2. Moapa Valley Treatment Facility ("MVTF"). Franchisee shall accept all Sewage Waste from the MVTF at the Apex Landfill at a frequency sufficient to meet the District's needs and avoid any disruption to the operations of the District at MVTF. Franchisee will allow the District to load sludge cake at MVTF into a Franchisee truck to be hauled to the Apex Landfill, at the rates set forth in the Code for Sewage Waste and Liquid Waste, which is subject to the rate adjustments set forth in the Code and this Franchise Agreement. The Project Manager and Franchisee Representative will work together to coordinate the loading of sludge cake into a Franchisee truck, and to otherwise establish a frequency of disposal of Sewage Waste from the MVTF that meets the requirements of the District. The Project Manager and Franchisee Representative may work together to establish a convenience conversion rate to apply the loading of sludge cake at the MVTF in accordance with Subsection 5(E) of this Franchise Agreement.

J. **Recovery of Any Material of Value.** If the Franchisee, or its consultants, agents, affiliates or contractors process the Sewage Waste in such a manner as to separate and recover any material of value, notwithstanding any provision of the Franchise Agreement, the Franchisee shall pay to the District 50% of the net proceeds of the sale of such materials.

K. **Selling of Sewage Waste.** If the Franchisee disposes of the Sewage Waste by selling the Sewage Waste to a third party, instead of using the Sewage Waste for sanitary landfilling, notwithstanding any provision of the Franchise Agreement herein, the Franchisee

shall pay to the District an amount equal to the franchise fee paid to the County on the gross proceeds of such sale.

L. **Failure to Perform.** Franchisee shall provide sufficient personnel and equipment necessary to perform services in full compliance with this Franchise Agreement. In the event District operations are jeopardized by Franchisee's failure to timely remove or accept disposal of Sewage Waste, the District reserves the right to utilize its own resources to dispose of Sewage Waste and to invoice Franchisee for costs incurred in excess of the costs which would have been incurred had Franchisee removed the waste. Franchisee shall remit payment of such costs to the District within thirty (30) calendar days of its receipt of the invoice for such costs. Should the Franchisee's timely performance of its obligations to the District be jeopardized by the non-availability of District provided personnel, data, or equipment, Franchisee immediately shall notify the District in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the District will advise Franchisee in writing of the action which will be taken to remedy the situation. Franchisee shall advise the District in writing of an impending failure to perform its obligations under the terms of this Section. Notice shall be provided as soon as Franchisee is aware of the situation; however, such notice shall not relieve Franchisee from any existing obligations regarding performance or delivery, provided that such failure to perform is not caused by the District's actions.

M. **Scale Calibration.** Franchisee shall provide the District with annual scale calibration certificates for the scales used to determine the weight of Sewage Waste each month. Franchisee shall record the weight of each truck load of Sewage Waste it hauls. Upon written request, Franchisee shall provide the District with records recording the actual weight of the truck loads.

N. **Testing.** Upon written request, the District shall provide Franchisee with the results of Sewage Waste testing that is required under federal or state environmental regulations. Franchisee shall provide the District with a split of any and all samples taken by Franchisee of the District's Sewage Waste unless the District waives in writing its right to receive a split of any or all samples. No mixing of Sewage Waste with any other material shall be permitted prior to testing. Franchisee shall notify the Project Manager if the District's Sewage Waste is discovered to be non-conforming with the limits set forth in 40 CFR 258.20 and 40 CFR 258.28.

O. **Designated Representatives.** District will provide in writing to Franchisee the name, telephone number and mailing address of the designated Project Manager. The District will provide written notice to Franchisee should there be a subsequent Project Manager change. The Project Manager will be Franchisee's primary point of contact at the District regarding any matters relating to Sewage Waste, will provide all general direction to Franchisee regarding performance, and will provide guidance regarding the District's goals and policies. The Project Manager is not authorized to waive or change any material terms of this Section. Franchisee will provide in writing to the District the name, telephone number, and mailing address of the designated Franchisee Representative. Franchisee will provide written notice to the County, should there be a subsequent Franchisee Representative change. The District has the right to assume that Franchisee Representative has full authority to act for Franchisee on all matters arising under or relating to Sewage Waste.

P. **Warranty.** Franchisee warrants that the services shall be performed in full conformity with this Section, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of Franchisee to perform the services in accordance with this Section 5, Franchisee shall, at no cost to the District, reperform or perform the services so that the services conform to the warranty.

Q. **Licensing and Registrations.** During the entire performance period of this Section, Franchisee shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Section.

R. **Franchisee Ingress and Egress.** The District grants to Franchisee the right of ingress, egress and access onto designated areas at the FWRC, LWRC, and MVTF premises twenty-four (24) hours a day, seven (7) days a week in order to perform its Sewage Waste disposal services. The District warrants that any right-of-way provided by the District at its facilities is sufficient to bear the weight of all Franchisee vehicles required to perform Sewage Waste services. The District shall maintain at its expense the rights-of-way in good condition and fully paved for the Franchisee's ingress and egress. Franchisee shall comply with all security requirements governing access to District facilities, including any new requirements that may be imposed during the term of this Section 5. The District shall provide reasonable

notification to Franchisee of any changes and shall work with Franchisee to minimize any disruption to services if security requirements change.

S. **Franchisee Liability and Indemnity.** Franchisee shall be liable for any intentional or negligent damage to District property directly resulting from Franchisee's performance of services hereunder, or for the lack of any requisite performance of services for all Sewage Waste. Franchisee will pay for any such damage as invoiced by the District within thirty (30) days from the receipt of the invoice. Franchisee will not be liable for any damage caused by a third-party hauling Sewage Waste, Liquid Waste and/or Non-Routine Sewage Waste.

T. **No Liens.** No lien may be recorded against District property on any matter related to or arising under this Section 5.

U. **Dispute Resolution.** For each claim or dispute arising between the parties under this Section, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the District and Franchisee may resolve the claim or dispute as set forth in Section 27 of the Franchise Agreement.

V. **Non-Delegation.** Neither party may assign their rights nor delegate their duties under this Section 5 without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Section.

W. **Waiver.** The failure of the District or Franchisee to enforce any of the provisions of this Section 5, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Section 5, or to affect the right of the District or Franchisee to thereafter enforce each and every provision of this Section 5. Waiver of any breach of this Section 5 shall not be held to be a waiver of any other or subsequent breach of this Section 5.

X. **Modifications Due to Appropriations or Operational Adjustments.** The District reserves the right to reduce service levels and/or estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the District, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Section 5. For all Sewage Waste, the District may at any time, by written

order, and without notice to the sureties, if any, make changes within the general scope of this Section (5) in any one or more of the following:

1. Description of services to be performed;
2. Timing of performance (i.e., hours of the day, days of the week, etc.); and
3. Place of performance of the services.

If any such change causes an increase in the cost of, or the time required for, performance of any part of the work under this Section 5, whether or not changed by the order, the District shall make an equitable adjustment in the Sewage Waste price, the delivery schedule, or both, and shall modify this Section 5 accordingly. Franchisee must assert its right to an adjustment under this Section 5 within thirty (30) days from the date of receipt of the written order; however, if the District decides that the facts justify, the District may receive and act upon a proposal submitted by Franchisee before final payment. If Franchisee's proposal includes the cost of property made obsolete or excess by the change, the District shall have the right to prescribe the manner of the disposition of the property. Failure to agree to any adjustment shall be a dispute; however, nothing in this clause shall excuse Franchisee from proceeding with this Section 5 as unchanged. Franchisee shall provide current, complete, and accurate documentation to the District in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the District, will be deemed a waiver of Franchisee's right to dispute the equitable adjustment proposed by the District, where such equitable adjustment has a reasonable basis at the time it is determined by the District.

Y. **Additional or New Locations.** The District may add new facilities or relocate of any of its existing facilities. Should additional facilities be added or should existing facilities be relocated, the provisions of this Section 5 shall apply to such facilities.

SECTION 6: REQUIRED SERVICES; LOCAL OFFICE; CUSTOMER SERVICE; RECYCLING; HOUSEHOLD HAZARDOUS WASTE; TRUCK REPLACEMENT

A. Franchisee shall make solid waste collections from all persons that are required to subscribe for solid waste collection services pursuant to the Code, whether for residential, multi-family, commercial or industrial service, and provide such services in accordance with the service levels and rates set forth in this Franchise Agreement and the Code. All solid waste collected shall be transported to transfer stations, recycling facilities, Apex or Laughlin

Landfills, or other facilities operated in accordance with all applicable laws, rules and regulations. For collection-related services not specifically set forth in this Franchise Agreement or the Code and which also may be provided by other parties, Franchisee shall submit an informational list of services and rates for collection-related services by July 1 of each year to the County Manager ("Special Collection Related Services"). Franchisee shall pay the County the prevailing franchisee fee as provided by this Franchise Agreement on all Special Collection Related Services. County shall have no authority to deny a rate charged or service offered by Franchisee for Special Collection Related Services. County acknowledges that Franchisee also provides services that are not governed by this Franchise Agreement or the Code and, as such, Franchisee is not required to pay the County franchise fees on these services.

B. Franchisee shall continue its single stream recycling collection as set forth in this Franchise Agreement and the Code, as well as a household hazardous waste drop-off program for its residential customers with individual curbside service, which programs shall be exclusive to Franchisee except as otherwise provided in this Franchise Agreement or the Code. Franchisee has the right to determine the location for a household hazardous waste drop-off program. Franchisee may work with the County on alternative recycling programs without any need to amend or modify this Franchise Agreement.

1. Franchisee shall provide collection services for recyclables once per week and collection services for solid waste once per week to all single-family residences, multiple dwellings and mobile home parks with individual curbside service ("Single Stream Recycling"). Franchisee will provide each residence with Single Stream Recycling up to a maximum of three (3) wheeled carts in any combination of solid waste and/or recycling carts at no charge. Should a resident want more than three (3) wheeled carts, a rental charge shall apply. Wheeled carts will be available in approximately thirty-five (35), , sixty-five (65) or ninety-five (95) gallon capacities based on the current industry standards for such containers and determination of the cart capacity provided to a residence is at the sole discretion of Franchisee. Franchisee will provide bulky item collection for items that do not fit into a wheeled cart once every two (2) weeks, on the resident's regularly-scheduled service day, unless otherwise amended by mutual consent of Franchisee and County. Franchisee shall collect recyclables on a regularly scheduled collection day for solid waste. All recyclables shall be separated and processed for sale by Franchisee and the residual solid waste shall be

transported to a solid waste transfer station, Apex or other facility in accordance with all applicable laws, rules and regulations.

2. Franchisee agrees to offer commercial recycling programs, for a fee, to multiple dwellings that receive multifamily solid waste service commercial service.

3. The County Manager and Franchisee may agree upon alternative collection schedules for specified periods for purposes of testing recycling options pursuant to Section 9.04.360 of the Code.

C. Franchisee shall work with County to develop a program for multifamily apartment complexes to utilize an on-call service for bulky item collection. The service may only be requested by management for the multifamily complex. The fee to be charged to the multi family complex for this program shall be agreed upon by the County and Franchisee.

D. Franchisee agrees to undertake all reasonable efforts to avoid any conflict with scheduled County street sweeping routes and will coordinate proposed changes in curbside pickup collection days with County subject to mutual agreement which shall not be unreasonably withheld by either party.

E. Franchisee shall maintain and operate a recycling center in Clark County, Nevada for the duration of this Franchise Agreement unless such facility shall be closed due to a force majeure event as described in Section 34.

F. County and Franchisee recognize both parties have a history of coordinating activities during County "Slurry Seal" applications to provide for solid waste collection service while providing for protection of freshly placed Slurry Seal product. County will notify Franchisee prior to beginning the semi-annual application period, and request a meeting for review and coordination of Slurry Seal activities. Franchisee agrees to provide County with a route map that shows collection service days within the County.

G. At no cost or expense to residents, Franchisee shall provide for and have the exclusive right for drop-off of household hazardous waste from residents, which shall be accepted at drop-off locations established by Franchisee. Franchisee shall inform customers of the dates, times and locations of pick-ups either, on its website, inserted into billing statements, or by announcements in the local media. Franchisee shall inform residents what type of household hazardous waste is eligible for drop-off consistent with the United States Environmental Protection Agency ("EPA") and Southern Nevada Health District regulations.

H. Franchisee shall maintain an office located in the Las Vegas Valley area with a listed telephone number for general customer service, and shall keep such office open during normal business hours, excluding holidays, for purposes of dealing with the County and its residents. Franchisee shall keep an authorized management representative at such local office during normal business hours. Notwithstanding the foregoing, Franchisee may also operate other offices or call centers not necessarily located in the Las Vegas Valley area.

I. Franchisee shall be required to implement a complaint resolution procedure to handle all complaints received by either the County or Franchisee. The complaint resolution procedure shall include the following:

1. Franchisee shall be required to record all complaints and if possible resolve them within forty-eight (48) hours of their receipt which shall begin on the first business day that notification was received by Franchisee. For residential solid waste collection, if Franchisee misses a collection, Franchisee shall resolve the missed collection within twenty-four (24) hours of receipt of notification in the Urban Solid Waste Service Area and within forty-eight (48) hours within the Rural Solid Waste Service Area. If the call is received on a weekend, Franchisee shall resolve the missed collection no later than Tuesday in the Urban Solid Waste Service Area or no later than Wednesday in the Rural Solid Waste Service Area.

2. If Franchisee cannot resolve a complaint within forty-eight (48) hours of its receipt, Franchisee shall within that period, provide the County with a written report detailing why resolution could not be reached within that period, the actions that will be taken to resolve the complaint and the timeline to reach a resolution of the complaint.

(i) If the County is not satisfied with Franchisee's proposed resolution of a complaint, the County shall have the authority to direct Franchisee to resolve the complaint in a manner that is satisfactory to the County provided such resolution does not result in the imposition of an unreasonable expense by Franchisee or cause Franchisee to be in violation of law or this Franchise Agreement.

(ii) Upon the County's written request, Franchisee shall provide the County with a written monthly report, in a form satisfactory to the County, summarizing the complaints received by Franchisee and the resolutions thereof for the preceding month. Franchisee will provide the report within

thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both Parties.

3. The timeframes to cure a missed collection shall be tolled if the circumstances under which Franchisee was unable to collect the solid waste and/or curbside residential recyclables was caused by something outside of Franchisee's control including, but not limited to, fire, flood, road closures, acts of God, terrorism or other force majeure reasons.

J. Franchisee shall maintain a telephone answering system during normal business hours that measures the:

1. Average wait time from the time that customer calls reach the Franchisee to the time that such calls are answered by an individual (not a machine); and

2. Number of calls that reach the Franchisee but are dropped before a representative of the franchisee answers such calls.

K. Franchisee shall maintain a telephone recording system after normal business hours where customers can leave a message. Franchisee shall return the customer's call, if requested on the message, within 48 hours, excluding weekends and holidays.

L. Franchisee is not required to maintain a telephone answering system with customer service operators on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

M. Upon request, the Franchisee shall provide the County with a written monthly report, in a form satisfactory to the County, summarizing the average wait time, the number of dropped calls and the percentage of time during which all lines were busy during the preceding month.

N. The Franchisee shall establish, after consultation with the County, reasonable minimum standards for its telephone answering system for the average wait times, number of dropped calls and percentage of time during which all lines are busy.

O. Each report required by this section shall include a summary of whether the Franchisee is or is not in compliance with the agreed upon standards established pursuant to this section and, if the Franchisee is not in compliance, what actions the Franchisee will take to meet the standards in future months.

P. For purposes of this Section 6, a "container damaged beyond proper use" shall mean a solid waste container that has been damaged to such an extent that it can no longer be properly used for solid waste collection, including, but not limited to a container that has

broken wheels so that it cannot be rolled in and out of an enclosure in which it is stored, or a lid that does not properly shut when closed.

Q. Standards for repair or replacement of containers.

1. If a solid waste container supplied by the Franchisee to a non-residential customer receives damage caused by the Franchisee's own actions or through normal wear and tear, the Franchisee shall, at its own cost, fix or replace the container no later than seven (7) calendar days after the Franchisee has been notified of the damage.

2. If a solid waste container supplied by a non-residential customer, which is being properly used, receives damage due to the Franchisee's negligence or misconduct, the Franchisee shall, at its own cost, fix or replace the container no later than seven (7) calendar days after the Franchisee has been notified of the damage.

3. For purposes of this section, the Franchisee shall be deemed to have been notified that a container has been damaged when the Franchisee's collection worker arrives to collect the solid waste from a container and finds the container damaged, or when a premises owner or manager notifies the Franchisee in writing that a container is damaged, whichever occurs first.

4. If a Franchisee misses or improperly performs a scheduled collection for a non-residential customer, resulting in solid waste that the customer has properly put out for collection not being collected, within twenty-four (24) hours of receiving notice of such missed or improper collection which shall begin on the first business day that notification was received by Franchisee, the Franchisee shall send a second vehicle to the premises to properly collect such solid waste if located within the urban solid waste area or within forty eight (48) hours if located within the rural solid waste service area.

5. If the Franchisee fails to fix or replace a damaged solid waste container owned or rented by a non-residential customer or correct a missed or improper collection for a non-residential customer, or properly position a container for a non-residential customer, the Franchisee may issue a prorated credit to such non-residential customer's account, based on the charges for regularly scheduled collection service to the premises for the applicable billing period, if the non-residential customer makes a request for such a credit. The credit amount is based on the proportional service level.

6. For wheeled carts provided by Franchisee to curbside residential customers, Franchisee shall be responsible for the normal wear and tear and general

maintenance of the wheeled carts at no cost to the residential customer. General maintenance does not include maintaining the cleanliness of the wheeled carts.

R. Franchisee will implement a truck replacement schedule and will provide the replacement schedule to County upon written request. Franchisee will provide the replacement schedule within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties. Franchisee will implement a preventive truck maintenance program and maintain records of ongoing maintenance for each truck.

S. Franchisee shall at all times during the term of this Franchise Agreement maintain and make available for the performance of the services required herein, trucks in good operating condition and sufficient in quantity and quality to fulfill the terms of this Franchise Agreement.

SECTION 7: TRANSFER STATIONS; RURAL CONVENIENCE CENTERS; SERVICE BOUNDARY CHANGES

A. Franchisee shall maintain and operate one or more transfer stations as needed at the sole discretion of Franchisee for the duration of this Franchise Agreement unless such facilities shall be closed due to a force majeure event as described in Section 34.

B. County and Franchisee agree that in the event the Board of County Commissioners determines that one of the existing transfer stations located in unincorporated Clark County should be relocated, County and Franchisee agree to relocation subject to payment by County of moving costs for non-real property used by Franchisee as required by this Franchise Agreement, and costs for required improvements necessary to provide equivalent operational facilities and capabilities, without cost to Franchisee. In addition, County agrees to provide the real property for the relocated transfer station without cost to Franchisee (the "Relocated Transfer Station").

C. At its discretion, County may make available to Franchisee a site acceptable to Franchisee and County within the Urban Solid Waste Service Area of unincorporated Clark County for Franchisee to develop and use for a new additional transfer station (the "Additional Transfer Station"). Should Franchisee decide, in its sole discretion, to develop and place into operation the Additional Transfer Station on said site, Franchisee shall do so in accordance with the following conditions:

1. Plans and specifications for the Additional Transfer Station shall be submitted to the Board of County Commissioners for review and approval.

2. Capacity of the Additional Transfer Station shall be submitted to the Board of County Commissioners and/or the Southern Nevada Health District for review and approval.

3. Franchisee shall make required site improvements for installation and operation of said additional transfer station without cost to the County, including but not limited to necessary road, paving, utilities, landscaping and other improvements required as a condition of this Franchise Agreement and any zoning, licensing or permitting for the site without cost to the County.

4. Franchisee agrees to complete and place the Additional Transfer Station into operation after a site is made available to Franchisee by County and County has approved the plans and specifications submitted by Franchisee within twenty-four (24) months. Franchisee further agrees to operate the Additional Transfer Station for the duration of this Franchise Agreement unless said facility is closed due to a force majeure event as described in Section 34, or if County and Franchisee agree that operation of the Additional Transfer Station is no longer necessary. Should Franchisee and County agree that operation of the Additional Transfer Station is no longer necessary and Franchisee closes the Additional Transfer Station, Franchisee remains in compliance with this Franchise Agreement.

5. If County owns the property, County agrees to offer Franchisee the option to lease or buy the property where the Additional Transfer Station is located at fair market value.

D. Franchisee shall have the sole right to set rates and collect fees for operation of all transfer stations including the Additional Transfer Stations and Relocated Transfer Station. Franchisee further agrees that the provisions of this Franchise Agreement for payment of franchise fees shall apply to the existing transfer stations, the Additional Transfer Station and the Relocated Transfer Station. Franchisee agrees to provide County with an informational list of tipping fees charged at all transfer stations located in unincorporated Clark County.

E. Franchisee agrees to establish and place into operation up to four (4) solid waste disposal convenience centers to serve communities within the Rural Solid Waste Service Areas ("Rural Convenience Center"). The Rural Convenience Center is intended to provide residents of the rural solid waste service area with alternative locations for solid waste disposal, and at Franchisee's discretion, may also be used as solid waste transfer stations for

transfer of solid waste to Apex or the Laughlin Landfill. The locations for the Rural Convenience Centers may include:

- (i) Mt Charleston;
- (ii) Overton/Logandale/Moapa Valley/Moapa/Glendale;
- (iii) Searchlight; and
- (iv) Sandy Valley/Goodsprings.

F. The Rural Convenience Centers shall be located on mutually acceptable sites owned or controlled by the County or Franchisee and approved by the Board of County Commissioners. If County does not provide property for a Rural Convenience Center and Franchisee does not have any suitable property, Franchisee is not required to operate a Rural Convenience Center in the locations set forth in Section 7(E).

G. County and Franchisee agree that Franchisee shall have the right, subject to existing laws and codes, to determine the physical layout, construction and operational characteristics of the Rural Convenience Centers. Franchisee agrees to operate each of the Rural Convenience Centers as set forth in Section 7(E) a maximum of one (1) Saturday per month for a maximum of four (4) hours. Residents within the rural service areas are allowed to take their solid waste to the Rural Convenience Center during the specified day and time without charge.

H. If the County determines that additional days or hours are needed at any of the Rural Convenience Centers, Franchisee shall have the sole right to establish rates and collect fees from residents for disposal of solid waste at the Rural Convenience Centers. Franchisee agrees to provide the County with notice of any proposed rates.

I. Franchisee agrees to assume costs and responsibility for site improvements, construction, operations, maintenance and liability for operation of each Rural Convenience Center. County agrees to obtain or assist with all necessary permitting for such sites.

J. Should County want to relocate one of the Rural Convenience Centers set forth in Section 7(E), Franchisee and County agree that the relocated Rural Convenience Center shall be placed in operation not later than twenty four (24) months after such site is made available to Franchisee and all necessary plans and permits have been issued by the County and/or Southern Nevada Health District. If County is providing a site, County agrees to obtain all necessary permits, including permits from the Southern Nevada Health District, and provide

a graded site with appropriate ingress and egress from existing paved roads which are in compliance with all laws, regulations and ordinances.

K. Franchisee reserves the right to ask County for a declination letter if any time it is determined by Franchisee that any of the Rural Convenience Centers are no longer necessary. Additionally, Franchisee reserves the right to ask County for a declination letter if County is unable to provide a site acceptable for use by Franchisee for operation of a Rural Convenience Center in a certain area. Receipt of such declination letter relieves Franchisee of any further obligations to operate that specific Rural Convenience Center as set forth in this Section 7.

L. Franchisee and County agree that in the event any area or areas not currently included in the Urban Solid Waste Service Area nor listed in the Rural Solid Waste Service Areas as set forth in the attached Exhibit "B" and Exhibit "C" shall subsequently be provided solid waste collection service by Franchisee, said area or areas shall be incorporated into the franchised Urban or Solid Waste Rural Service Areas or shall be designated as a Special Service Area, as appropriate, and as mutually agreed to by Franchisee and County. Such Special Service Area includes the separate contracts with Nellis Air Force Base and Creech Air Force Base for the collection, transportation and disposal of solid waste and recycling and such contracts by extension are incorporated herein to this Franchise Agreement. The County and Franchisee agree that there may be changes in designations of the Rural Solid Waste Service Areas as growth continues. If a specific Rural Solid Waste Service Area as set forth in Exhibit "C" is subsequently determined to be part of the Urban Solid Waste Service Area, an amendment to this Franchise Agreement is not necessary so long as both parties agree to the change in designation.

M. Franchisee and County agree that if any area that is currently within the service area of the Franchisee in either the Urban or Rural Solid Waste Service Areas is subsequently annexed into an existing incorporated city, the solid waste franchise agreement in effect in such incorporated city shall govern and the portion of the area shown on the attached service area exhibits shall be amended accordingly. If there is not an existing franchise agreement in place in a newly incorporated city, this Franchise Agreement shall remain in place until such time as the newly incorporated city executes its own franchise agreement with Franchisee.

SECTION 8: BUSINESS LICENSES; FRANCHISE AND LICENSE FEES; PASS THROUGH CHARGES

A. At all times during the term of this Franchise Agreement, Franchisee shall maintain a valid unexpired business license specific to its solid waste service business. In addition to its business license for solid waste service, Franchisee shall maintain all other business licenses specific to any of Franchisee's business activities other than those of providing solid waste service as such other business activities are specified in the Code. Franchisee shall pay all license fees due from such other business activities separately from the payment of fees due for its solid waste service.

B. Franchisee shall pay, on a quarterly basis, the quarterly franchise fee to the County of five percent (5%) based on its cash receipts derived from the collection of solid waste and residential curbside recyclables collection services and includes, by way of illustration and not limitation, all cash, credits, property or other consideration of any kind derived directly or indirectly by the Franchisee (or any of its authorized agents or affiliates), for the collection, transportation and disposal of solid waste, including all revenue received from residential service, (including any charges attributable to curbside residential recyclables collection services), multi-family service, commercial and industrial service, medical-waste service, and sewage waste service provided under the authority of this Franchise Agreement and Chapter 9.04 of the Code, container rentals including delivery, removal and exchange fees, packaging, shipping, late fees, and lien fees, and excluding revenues from the following:

- (i) The sale of recyclables; and
- (ii) Any taxes on services furnished by Franchisee that are imposed by any governmental entities, that are passed through to and collected from Franchisee's customers, and that are separately itemized on customer's bills in accordance with Subsection 8(D) of this Franchise Agreement.

C. Franchisee shall also pay, on a quarterly basis, a quarterly franchise fee to the County of five percent (5%), of the cash receipts derived from fees paid by customers (excluding waste collected by Franchisee) to deposit solid waste at any transfer station or Rural Convenience Centers in the County that may be constructed or operated. Since Franchisee has entered into separate contracts with Nellis Air Force Base and Creech Air Force Base, Franchisee will pay County a quarterly franchise fee on the cash receipts from the exclusive services provided to Nellis Air Force Base and Creech Air Force Base. The solid

waste collection rates charged to each customer are inclusive of the quarterly franchisee fee.

D. Franchisee may directly pass through to its customers such charges as are necessary for Franchisee to recoup any or all of the following that have been imposed upon and paid by Franchisee:

1. State business license taxes pursuant to Section 187 of Senate Bill 8 of the 20th Special Session (2003) of the Nevada State Legislature;

2. Other taxes on Franchisee's provision of the services authorized by this Franchise Agreement that may be imposed by the Nevada Legislature, by a local government with taxing authority, or by ballot initiative, excluding property taxes and income taxes; or

3. Any additional charges or fees imposed by the County, not to include penalties assessed against the Franchisee.

4. Prior written notice must be submitted to the County by Franchisee detailing pass through fees subject to this Section, applicable cause(s) for addition and inclusion, customer notification plan and proposed start date and duration of the increase.

E. The required five percent (5%) quarterly franchise fee paid to the County is included in the rates charged by Franchisee for the collection, transportation and disposal of solid waste.

F. Such pass-through charges shall not be subject to quarterly franchise fees, and other than the five percent (5%) quarterly franchise fee, will be passed through to each customer as a separate line item on Franchisee's billing to the customer.

G. Franchisee shall provide to the County, on or before March 1 each year and in a form satisfactory to the County, a detailed report for the preceding calendar year containing the following information concerning the items listed in Subsection (D) of this Section:

1. The various amounts paid during the prior calendar year;
2. How such amounts were calculated;
3. The number of customers in the County served by Franchisee during the prior calendar year;

4. The total pass through charges collected from customers during the prior calendar year; and

5. The method that Franchisee will use to pass through such amounts to its customers for the current year, including any adjustments to the pass through charges necessary to correct for any excess or under charges during the prior calendar year.

H. Each quarterly payment of franchise fees shall be due no later than forty-five (45) days after the end of each calendar quarter. If the franchise fee is received by the County after such due date, a late fee of two percent (2%) per month (or fraction thereof) of the delinquent amount will be assessed to Franchisee for such franchisee fee that was delinquent.

I. Checks for Franchisee's franchise fees shall be made payable to Clark County and mailed or delivered to the Clark County Department of Business License. The place and time of payment may be changed at any time by County upon thirty (30) days' written notice to Franchisee.

J. Acceptance by the County of any payment due under this Franchise Agreement or the Code shall not be deemed a waiver by the County of any breach of Franchisee's obligations under this Franchise Agreement or applicable law, and such acceptance shall not preclude the County from later collecting a larger amount that was due in accordance with state and local laws.

SECTION 9: BOOKS, RECORDS AND AUDITS

A. Franchisee shall establish and maintain an accounting system and full and complete records in accordance with generally accepted accounting principles and applicable state regulations, and acceptable to the County to reflect correctly and accurately the financial activity from the collection of solid waste and Single-Stream Recycling under this Franchise Agreement. Such books and records shall be produced to the County reasonably promptly upon request for inspection at a time during normal business hours.

B. Franchisee shall file with the County, within forty-five (45) days after the end of each preceding calendar quarter, a sworn statement of the cash receipts derived from the collection of solid waste and Single-Stream Recycling during such quarter, with a delineation of cash receipts by category, including, but not limited to, categories for residential service, multi-family service, commercial service, industrial service, sewage waste service, medical waste service and Special Collection Related Services provided under the authority of this Franchise Agreement and Chapter 9.04 of the Code, and any credits or deductions for refunds or bad checks.

C. Franchisee shall file with the County an annual cash receipts audit, prepared by a certified public accountant, within two hundred and ten (210) days after the end of each fiscal year for the Franchisee during the term of this Franchise Agreement. Franchisee shall also file

a full financial audit with the County on an annual basis within two hundred and ten (210) days after the end of each year.

D. At the option and expense of the County, all records, statements, receipts, contracts, requests for service, computer records, or any other records covered by this Section 9 and used in the normal course of business, and disks or other storage media and other like material which are appropriate to monitor compliance with the terms of this Franchise Agreement, are subject to audit. Such books and records shall be retained for a period of five (5) years from the date of such books and records and shall be produced for the County or its representative upon request for inspection at any time during normal business hours, and shall be made available for auditing purposes, including the right to inspect, copy and audit at Franchisee's office in the Las Vegas Valley area at any time during normal business hours. The right to copy includes the right of the County or its representative to hire a reproduction company to take such books and records off-premises, and copy such books and records on behalf of the County.

E. The County shall give written notice to Franchisee of any additional amount claimed to be due to the County as a result of the County's review. Any amount due shall be paid within forty-five (45) days following the County's notification that such amount is due and payable. If the County's review shows that Franchisee has overpaid, such overpayment shall be reimbursed to Franchisee by the County within forty five (45) days of such determination.

SECTION 10: SECURITY FOR PERFORMANCE

A. As security for performance of its obligations under this Franchise Agreement and the Code, Franchisee shall at all times provide a performance bond, delivered to the County, in the amount of ten million dollars (\$10,000,000.00) to remain in force during the term of this Franchise Agreement, any or all of which may be claimed by the County as payment for fees and damages, and to recover losses resulting to the County from Franchisee's failure to perform.

B. Any bond provided pursuant to Subsection (A) shall:

1. Be in a form acceptable to the District Attorney;
2. In addition to all other costs, provide for payment of reasonable attorney's fees incurred by the County;

3. Be issued by a surety company authorized to do business in the State of Nevada and listed in Department Circular 570 of the U. S. Department of the Treasury Fiscal Service (Current Revision);

4. Require the attorney-of-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney; and

5. Guarantee the performance of all of Franchisee's obligations under this Franchise Agreement and the Code. Any or all of such bond may be claimed by the County as payment for damages, costs or expenses the County suffers or incurs by reason of any act or omission of Franchisee in connection with this Franchise Agreement by Franchisee or its enforcement.

C. The following procedures shall apply to drawing on the security required herein:

1. If Franchisee fails to make timely payment to the County of any amount due under this Agreement or the Code, or fails to compensate the County within thirty (30) days of written notification that such compensation is due for any damages, costs or expenses the County suffers or incurs by reason of any act or omission of Franchisee in connection with this Franchise Agreement by Franchisee or its enforcement, or fails, after thirty (30) days written notice, to comply with any provision of this Agreement or the Code that the County determines can be remedied by drawing on the security, the County may withdraw the amount thereof, with interest and any damages assessed in accordance with the provisions hereof, from the security.

2. Within three (3) days of a withdrawal from the security, the County shall deliver or mail, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal to Franchisee.

3. If at the time of a withdrawal from the security by the County, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of Franchisee to the County until it is paid. Any withdrawal by County cannot be unreasonable.

4. No later than thirty (30) days after the mailing of notification to Franchisee of a withdrawal from the security, Franchisee shall restore the security to the total amount specified in Section 10 (A) above.

D. Failure to maintain or restore the security within a reasonable period of time shall constitute a material breach of this Franchise Agreement.

E. Recovery by the County of any amounts from the security required by this Section 10 shall not limit Franchisee's obligations to provide insurance or to indemnify the County as otherwise required by this Franchise Agreement.

F. Should Franchisee object to County exercising its rights in this Section 10, nothing in this Section 10 shall limit Franchisee's ability to seek legal or equitable relief as set forth in Section 27 of this Franchise Agreement.

SECTION 11: INSURANCE

A. Franchisee shall at all times during the term of this Franchise Agreement maintain in full force and effect, at its own cost, a commercial general liability insurance policy for the protection of the County, which shall:

1. Be issued by an insurance company rated A- or better by A.M. Best Company Insurer Ratings reports, in a form reasonably satisfactory to the District Attorney;
2. Provide coverage on an occurrence, and not on a claims-made, basis;
3. Name the County and its elected and appointed officers, boards, commissions and employees as additional insureds;
4. Insure against liability for loss or damage for personal injury, death and property damage occasioned by Franchisee's operations under this Franchise Agreement, with minimum liability limits of ten million dollars (\$10,000,000.00) for personal injury or death of any one person and ten million dollars (\$10,000,000.00) for personal injury or death of two or more persons in any one occurrence and ten million dollars (\$10,000,000.00) for damage to property resulting from any one occurrence; and
5. Contain a provision that the insurance company issuing the policy will deliver a written notice of cancellation to the County at least thirty (30) days in advance of the effective date. If the insurance company will not agree to a provision requiring notification of cancellation, Franchisee shall provide County written notice of any cancellation within thirty (30) days of receipt.

B. Recovery of any amount by the County from the insurance required by this Section 11 shall not limit Franchisee's obligations to provide security or to indemnify the County as otherwise required by this Franchise Agreement.

C. At any time during the Term of this Franchise Agreement or any extensions thereof, the County Manager in his or her sole discretion may require Franchisee to maintain

higher minimum liability limits on any insurance policy or additional insurance coverage policies required by this Franchise Agreement as long as such liability limits or insurance coverage policies are commercially available and the increase is based on changes in statutory law, court decisions or circumstances surrounding either. Franchisee may, in its sole discretion, pass through any documented cost increase for the increase of liability limits or additional insurance coverage policies above the amounts set forth in Section 11(A), to its customers, provided that the requested increase in liability limits or additional insurance coverage policies is not based upon changes in statutory law, court decisions or circumstances surrounding either. Prior to passing through any cost increase to its customers, Franchisee must provide notice to County.

D. Notwithstanding the foregoing, Franchisee has the right to work with County on any other increases in liability limits or changes to insurance coverage policies above the amounts set forth in Section 11(A) which would be passed through its customers.

SECTION 12: INDUSTRIAL INSURANCE

Franchisee shall furnish and maintain in full force and effect during the term of this Franchise Agreement, or any extension of this Franchise Agreement, full worker's compensation insurance in accordance with the Nevada Industrial Insurance Act, as amended, and other applicable state and federal laws.

SECTION 13: INDEMNIFICATION

A. Franchisee shall appear in and defend all actions against the County arising out of the privileges conferred by this Franchise Agreement, and Franchisee shall indemnify, protect, and hold the County, its Commission members, officers, and employees harmless from all claims, damages, liabilities, fines, losses, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") from any and all causes arising from Franchisee's performance of, or activities undertaken pursuant to this Franchise Agreement, except to the extent such Losses are directly attributable to the negligence or omission of the County or its agents, employees, or representatives. Franchisee shall pay all other such Losses for which the County may be liable and hold the County harmless from any accident, casualty, damages, losses, or claims

which may happen or arise in conjunction with the performance of this Agreement.

B. Any money due Franchisee under and by virtue of this Franchise Agreement which is considered necessary by the County for such purpose of indemnification, may be retained by the County for its protection; or in case no money is due, Franchisee's surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect has been furnished to the County. Any monies retained by County must be reasonable. Should Franchisee object to County's retention of monies as set forth in this subsection (B), Franchisee may seek appropriate legal or equitable remedies as set forth in Section 27 of this Franchise Agreement.

C. Franchisee shall indemnify and hold County harmless from any and all claims, demands, damages, costs, expenses and attorneys fees to the extent based upon or arising out of the acts of omissions of Franchisee, its officers, employees, subcontractors and other agents in equipping, maintaining, or servicing transfer stations and Rural Convenience Centers unless such claims, damages or loss are directly attributable to the negligence or omission of the County or its other agents or employees.

SECTION 14: NOISE

Franchisee agrees to make collections as quietly as possible giving due consideration to residential areas in their route scheduling.

SECTION 15: RIGHT TO CURE MISSED COLLECTIONS

If Franchisee fails or neglects to make any solid waste collection or curbside residential recyclable collection as required by this Franchise Agreement and the Code within the required time and such missed pick up is not the result of force majeure event as described in Section 34, the County shall, after three (3) working days, have the right to make collection thereof and charge Franchisee with the cost thereof. Franchisee shall remit payment of such costs to the County within thirty (30) calendar days of its receipt of the invoice for such costs.

SECTION 16: RATES; ADJUSTMENTS; TERMINATION BY FRANCHISEE

A. Franchisee shall charge the collection rates and charges contained in Chapter 9.04 of the Code, and such rates and charges shall be adjusted as set forth in this Franchise Agreement and the Code. Attached hereto as Exhibit "A" is a copy of the base rates as of the

Effective Date of this Franchise Agreement for solid waste service fees charged by Franchisee (the "Base Rates"). The Base Rates shall be adjusted on an annual basis as set forth in this Franchise Agreement and the Code. Franchisee shall submit the annual rate sheets to the County as authorized by the Code and this Franchise Agreement no later than April 1 of each year. The County will verify the accuracy of Franchisee's proposed new rates and will notify Franchisee of the County's approval of the proposed rates or of any discrepancies between Franchisee's proposed rates and the County's calculations. By May 1 of each year, the County 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. Once the rates are approved by County, the rates are not required to be updated in Chapter 9.04 of the Code and the County may post adjusted rates on its website.

B. Effective on July 1, 2022, and continuing annually thereafter, the charges established by 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.

C. Rate adjustments shall be made effective as of July 1, each year and shall be based upon the percentage change in the annual average of the water and sewer and trash collection services CPI for the twelve-month period ending December 31, immediately preceding the effective date of the rate adjustment.

D. Annual increases to rates and charges adjusted in accordance with the percentage change in the water and sewer and trash collection services CPI shall not be greater than ten percent (10%) when the percentage change in water and sewer and trash collection services CPI is within the range of zero percent (no change) to ten percent and shall be determined in the following manner:

1. When the percentage change in the water and sewer and trash collection services CPI is between zero percent (0%) and ten percent (10%), the charges are to be adjusted by the actual percentage change.

2. When the percentage change is greater than ten percent (10%) or below zero percent (0%) (a decrease), the change may be considered an unforeseen economic

circumstance.

E. When an unforeseen economic circumstance has occurred during a given consecutive twelve-month period, the board may consider a request by Franchisee and may approve a method for adjusting rates which is not based on changes to the water and sewer and trash collection services CPI. In any year following a period when the adjustment to rates was based on some other method, rate adjustments shall again be based on changes to the water and sewer and trash collection services CPI. A minimum of one annual rate adjustment based on the water and sewer and trash collection services CPI method must occur between annual rate adjustments based on methods other than the water and sewer and trash collection services CPI method.

SECTION 17: RECORDS AND REPORTS FOR RECYCLING

Franchisee shall provide data and reports necessary to fulfill the requirements of the County and the Southern Nevada Health District for assessing and reporting of recycling collection program results, in conformance with all applicable laws, rules and regulations. County recognizes that any reports provided will include recycling and solid waste as measured in tons collected from Clark County residents together with City residents due to overlapping boundaries between the jurisdictions and collection routes by Franchisee.

SECTION 18: DEFAULT; CURE; TERMINATION FOR CAUSE

A. If the County determines that Franchisee is in default under any of the provisions of this Franchise Agreement or the Code, other than a breach which is the result of a force majeure event as described in Section 34, the County shall give Franchisee written notice thereof, specifying the provisions under which the default has been determined to exist and giving Franchisee sixty (60) days within which to correct any such default. If Franchisee fails to correct any such default within the applicable sixty (60) day period or in good faith take commercially reasonable measures to rectify such default as soon as reasonably possible and provide County with written notice of such measures, the County may:

1. Terminate this Franchise Agreement upon thirty (30) days written notice to Franchisee; and/or
2. Withdraw a proportional amount of the security provided by Franchisee in accordance with Section 10 above upon consideration of the magnitude of default.

B. For the sole purpose of this Section 18, if the Franchisee fails to correct a default within sixty (60) days, but Franchisee has provided the County written notice prior to the expiration of the sixty (60) day cure period that it intends to rectify such default "as soon as reasonably possible," the County Commission shall be the sole arbiter of whether the measures taken are "commercially reasonable." If the County Commission intends to do so, the County shall so indicate its decision at a public hearing and shall provide Franchisee at least fourteen (14) days written notice of such hearing. If the County Commission determines that the Franchisee's means and methods of curing such default are not commercially reasonable, the Franchisee shall have thirty (30) days from the actual date of the County Commission decision on the matter to cure such default prior to either taking action as provided above.

SECTION 19: SUCCESSORS AND ASSIGNS

The rights and privileges granted by this Agreement are not assignable to any party other than an affiliate of Franchisee, either voluntarily or by operation of law, without the consent of the County Commission, which consent shall not be unreasonably withheld. In the event Franchisee becomes insolvent or bankrupt, the rights and privileges granted hereby shall then be immediately cancelled and annulled, and the County shall have the right to take over Franchisee's business or substitute another contractor in its place and stead in the manner provided by law. Any takeover or substitution in the event of insolvency or bankruptcy must comply with Section 20 of this Franchise Agreement.

SECTION 20: TERMINATION; OPTION TO LEASE FACILITIES AND EQUIPMENT

A. If this Franchise Agreement is terminated pursuant to Section 18 or in the event Franchisee becomes insolvent or bankrupt, the County, or its designated agent, may, at its option, enter into a lease for any and all of Franchisee's assets, facilities or equipment that are necessary to provide solid waste services to customers within the County by giving Franchisee written notice of its election to lease such assets, facilities and equipment.

B. The County's option to lease such assets, facilities or equipment will not exceed the time reasonably necessary for the County to arrange for alternative permanent franchised solid waste services. Immediately upon the termination of any lease created pursuant to this Section 20, the County will, at its own cost and expense, return to Franchisee all assets,

facilities or equipment in the condition as when received, ordinary wear and tear excepted.

C. Such lease shall document: 1) the assets, facilities or equipment to be leased by the County from Franchisee; 2) the monthly cost of the lease to the County, which shall not exceed the actual monthly cost of the assets, facilities or equipment to Franchisee including depreciation, depletion, amortization and a reasonable amount of wear and tear; 3) a license to enter all property otherwise owned by Franchisee not leased by the County; and 4) any other conditions outlined in this Section 20.

D. During the term of any lease created pursuant to this Section, the County will be responsible for its own cost and expense, for all maintenance, repairs, operational and insurance costs associated with all leased assets, facilities or equipment. The County will at all times during the term of the lease have the sole responsibility of maintaining the leased assets, facilities or equipment in good operating condition and appearance, ordinary wear and tear excepted, and in accordance with all applicable laws, regulations and other requirements.

E. Within ten (10) days following the expiration of each thirty (30) day period during the term of any lease created pursuant to this Section 20, Franchisee will deliver an invoice to the County itemizing such costs, and the County will make payment to Franchisee, as applicable, no later than ten (10) days following receipt of the invoice. If the County fails to make any monthly payment within five (5) days after the due date, Franchisee, as applicable, will have the right to charge the County a late fee in the amount of two percent (2%) of the unpaid balance of the lease.

F. The County's failure to make any monthly payment when due or otherwise comply with the provisions of any lease created pursuant to this Section 20 will constitute a material breach and default of this lease, and Franchisee, as applicable, may repossess all assets, facilities or equipment. Upon the occurrence of such a default, Franchisee may take any legal action deemed necessary to collect the full amount of any remaining payments due under the lease.

G. The County acknowledges and agrees that neither it nor its designated agent have obtained and will not obtain any title to any of the assets, facilities or equipment subject to any lease created pursuant to this Section 20, nor any property right or interest, legal or equitable therein, except solely as the lessee under such lease.

H. If either party institutes any lawsuit or legal action of any kind against the other party, related in any way to the enforcement of the terms of this Section 20, the losing party

agrees to pay to the prevailing party, in addition to all amounts awarded in any suit or action, reasonable attorney's fees and costs incurred by such action.

I. The County will not assign or sublease its interest under any lease created pursuant to this Section to any other person or entity without the express written permission of Franchisee, as applicable. Such assignment or sublease without Franchisee's permission will be deemed an immediate event of default under such lease. Should Franchisee allow the County to assign or sublease its interest, such act will not be deemed a waiver of Franchisee's right to prevent such assignment or sublease in the future.

J. Nothing contained in this Section 20 will be construed as constituting a partnership between the County and Franchisee, or as creating a joint venture or the relationship of principal and agent between the parties.

SECTION 21: CONFLICTS WITH EXISTING CODE PROVISIONS

The provisions of this Franchise Agreement and the Code are intended to be and shall be construed, to the maximum extent possible, to be consistent with and/or supplemental to each other. Except as otherwise set forth in Section 1 of this Franchise Agreement, in the event of any irreconcilable conflict between any provisions of the Code and any provisions of this Franchise Agreement, the Franchise Agreement shall control.

SECTION 22: WAIVERS

The failure of either party to insist upon the strict performance of any of the provisions of this Franchise Agreement, or the failure of either party to exercise any right, option or remedy hereby reserved, shall not be construed as a waiver for the future of any such provision, right, option or remedy, or as a waiver of any subsequent breach thereof.

SECTION 23: INDEPENDENT CONTRACTOR

Franchisee is an independent contractor under this Franchise Agreement and is not an agent or employee of the County for any purpose.

SECTION 24: NOTICES

Any notice or other communication required or permitted to be given under this Franchise Agreement ("the Notice") shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage

prepaid. The Notice shall be deemed received on the earlier of the date of actual receipt or three days after mailing. The Notice shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above.

Notice to County: County Manager
Clark County
500 S. Grand Central Parkway, 6th Floor
Las Vegas, Nevada 89155

Notice to Franchisee: Market Vice President
Republic Silver State Disposal, Inc.
770 East Sahara Avenue
Las Vegas, Nevada 89104

With a copy to: General Counsel
Republic Services, Inc.
18500 N. Allied Way
Phoenix, AZ 85054

With a copy to: Jennifer Lazovich
Kaempfer Crowell
1980 Festival Plaza Drive, Suite 650
Las Vegas, NV 89135

SECTION 25: SEVERABILITY

If any provision of this Franchise Agreement is for any reason determined to be invalid, unenforceable or unconstitutional, such provision shall be deemed a separate, distinct and independent provision, and such determination shall not affect the validity or enforceability of the remaining provisions of this Franchise Agreement. With respect to any provision of this Franchise Agreement determined to be invalid, unenforceable or unconstitutional, the parties shall promptly use their best reasonable efforts to negotiate an amendment to this Franchise Agreement that is valid and enforceable and that is consistent with the parties' original intent. The County hereby declares that it would have approved this Franchise Agreement and each provision thereof irrespective of any provision being declared invalid, unenforceable or unconstitutional.

SECTION 26: PUBLIC PURPOSE

All of the regulations provided in this Franchise Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body or County official or employee charged with the enforcement of this Franchise Agreement, acting for the County in the discharge of his or her duties, shall not thereby render such person personally liable; and he or she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

SECTION 27: REMEDIES; INJUNCTIVE RELIEF

Neither the County nor Franchisee by accepting this Franchise Agreement waives its right to seek any appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Franchise Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such right to injunctive relief is expressly reserved, and all terms and provisions hereof shall be enforceable through injunctive relief.

SECTION 28: GOVERNING LAW; JURISDICTION; ATTORNEY'S FEES

A. This Franchise Agreement has been made and entered into in the State of Nevada, and the laws of the State of Nevada shall govern the validity and interpretation of this Franchise Agreement and the performance due hereunder. If legal action is initiated relative to this Franchise Agreement or the rights or obligations of any party hereunder, such action must be initiated and maintained in Clark County, Nevada.

B. In the event of any litigation arising out of this Franchise Agreement, the prevailing party in such litigation shall be entitled to recover all of its costs incurred in such litigation, including all court costs, expert witness fees and reasonable attorney's fees. Reasonable attorney's fees include the reasonable fees and expenses of the County District Attorney's Office.

SECTION 29: NO THIRD-PARTY BENEFICIARIES

It is not intended by any of the provisions of this Franchise Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Franchise Agreement. The duties, obligations and responsibilities of the County with respect

to third parties shall remain as imposed by Nevada law.

SECTION 30: PUBLIC RECORDS

Franchisee acknowledges that information submitted to the County is open to public inspection and copying under Nevada Public Records Law, Chapter 239 of the NRS. Franchisee is responsible for becoming familiar with and understanding the provisions of the Nevada Public Records Law. While Nevada law does not recognize Franchisee-provided information as "confidential," Franchisee may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the County as confidential. Franchisee shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the County. County will make its best efforts to provide Franchisee with advance notice before any Franchisee-provided information marked as "confidential" is released. The County retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

SECTION 31: TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of Franchisee's obligations under this Franchise Agreement.

SECTION 32: CONSTRUCTION OF AGREEMENT

The terms and provisions of this Franchise Agreement are the result of negotiations by and between the Parties hereto and shall not be interpreted or construed in favor of or with prejudice against any Party, but fairly in accordance with the general tenor of the language used.

SECTION 33: COMPLETE AGREEMENT; MODIFICATION

A. The drafting, execution and delivery of this Franchise Agreement by the Parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Franchise Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, except as expressly referenced herein or as may exist solely in the County's capacity as a solid waste customer of Franchisee.

B. This Franchise Agreement shall not be amended or modified except as approved by the governing body of the County and Franchisee.

SECTION 34: FORCE MAJEURE

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, fuel shortage such that it cannot be procured locally, epidemic, pandemic, destruction of production facilities, riot, insurrection, 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 County, 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.


SECTION 35: COUNTERPARTS

This Franchise Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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EXECUTED, this FRANCHISE AGREEMENT
FOR COLLECTION, TRANSPORTATION
AND DISPOSAL OF SOLID WASTE, to be
effective on the date specified above. CLARK
COUNTY, NEVADA

REPUBLIC SILVER STATE DISPOSAL, INC.
a Nevada corporation


By: 
Its: Mark vice president

By: _____
JAMES B. GIBSON, Chair

ATTEST:

County Clerk

REPUBLIC DUMPCO, INC.
a Nevada corporation

By: 
Its: Mark vice president

APPROVED AS TO FORM:



Clark County District Attorney

Exhibit "A"

Base Rates for Solid Waste Service Fees as of Effective Date.

EXHIBIT A – RATES AND CHARGES

Table 9.04.170A

Single-Family and Multiple Dwelling Rates with Individual Curbside Service

(Monthly Rates billed quarterly)*

Category	Collection Level	Monthly Fee*
Urban Service Area – Single-Family Residences, Duplexes, tri-plexes and four plexes with individual service	Once per week for solid waste, once per week for recycling, every other week for bulky item	\$15.65
Urban Service Area – Single-Family Residences, Duplexes, tri-plexes and four plexes with individual service	A second weekly collection day for solid waste for a residential small container only	\$50.00
Rural Service Area Single-Family Residences, Duplexes, tri-plexes and four plexes with individual service	Once per week for solid waste, once per week for recycling, every other week for bulky item solid waste	\$15.92

Multiple Dwelling Rates without Individual Curbside Service

(Monthly Rates billed quarterly)*

Category & Service Level	Monthly Fee	Monthly Fee (Billed quarterly)*
Multiple Dwellings without Individual Service – Irrespective of Occupancy	1st Stop	Each Additional Stop
Urban Service Area: Twice per week	\$11.65	\$ 8.16
Three times per week	\$17.53	\$12.23
Four times per week	\$21.37	\$14.94
Five times per week	\$25.26	\$17.66
Six times per week	\$29.16	\$20.40
Seven times per week	\$33.03	\$23.13
Rural Service Area Multiple Dwellings (regardless of unit vacancies) once per week for solid waste	\$11.88	\$ 8.34

EXHIBIT A – RATES AND CHARGES

Table 9.04.170B

Residential Units with Individual Curbside Service that provide

Transient Lodging Services (Monthly Rates billed quarterly)*

Short-Term Residential Rental - Solid Waste Collection Rates

(Effective Upon Licensure of a Short-Term Residential Rental)

Container Size	1 Pickup per week	2 Pickups per week	3 Pickups per week	4 Pickups per week	5 Pickups per week	6 Pickups per week	7 Pickups per week
96 Gallon Mobile Container	\$10.49	\$21.00	\$31.48	\$48.45	\$66.45	\$87.33	\$104.69
Each Additional Container	\$10.49	\$21.00	\$31.48	\$48.45	\$66.45	\$34.86	\$41.94
1 Cubic Yard Container	\$52.34	\$104.69	\$157.05	\$174.35	\$196.85	\$226.76	\$272.42
Each Additional Container	\$52.34	\$104.69	\$157.05	\$174.35	\$196.85	\$174.32	\$209.72
2 Cubic Yard Container	\$104.89	\$209.72	\$314.63	\$332.18	\$360.06	\$401.09	\$482.17
Each Additional Container	\$104.89	\$209.72	\$314.63	\$332.18	\$360.06	\$348.64	\$419.45
3 Cubic Yard Container	\$157.30	\$314.60	\$471.91	\$489.76	\$523.16	\$575.40	\$691.91
Each Additional Container	\$157.30	\$314.60	\$471.91	\$489.76	\$523.16	\$522.94	\$629.17

Short Term Residential Rental - Solid Waste Container Rental Rates

(Effective Upon Licensure of a Short Term Residential Rental)

Container Size	Monthly Charge*
Up to 96 gal. mobile container	\$ 4.87
1 cubic yard	\$20.15
2 cubic yard	\$24.19
3 cubic yard	\$28.25

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.180A

Motels and Mobile Home Parks Rates without Individual Service Rates

(Monthly Rates billed quarterly)*

Category & Service Level	Monthly Fee – Each Office	Monthly Fee – Per Cooking Unit	Monthly Fee – Per Non-Cooking Unit
Urban Service Area:			
Once per week	\$ 6.87	\$ 4.14	\$ 3.30
Twice per week	\$11.65	\$ 7.02	\$ 5.61
Three times per week	\$17.53	\$10.49	\$ 8.42
Four times per week	\$21.37	\$12.81	\$10.30
Five times per week	\$25.26	\$15.17	\$12.17
Six times per week	\$29.16	\$17.53	\$14.03
Seven times per week	\$33.03	\$19.83	\$15.90
Rural Service Area:			
Once per week solid waste	\$11.88	\$ 7.13	\$ 7.13
Twice per week	May be available in certain areas at double the weekly rate		

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.190A

Collection Charges (Monthly Rates Billed Quarterly*)

Urban Hotels, Places of Business and Public Buildings

Container Size	1 Pickup per week	2 Pickups per week	3 Pickups per week	4 Pickups per week	5 Pickups per week	6 Pickups per week	7 Pickups per week
96 Gallon Mobile Container	\$10.49	\$21.00	\$31.48	\$48.45	\$66.45	\$87.33	\$104.69
Each Additional Container	\$10.49	\$21.00	\$31.48	\$48.45	\$66.45	\$34.86	\$41.94
1 Cubic Yard Container	\$52.34	\$104.69	\$157.05	\$174.35	\$196.85	\$226.76	\$272.42
Each Additional Container	\$52.34	\$104.69	\$157.05	\$174.35	\$196.85	\$174.32	\$209.72
2 Cubic Yard Container	\$104.89	\$209.72	\$314.63	\$332.18	\$360.06	\$401.09	\$482.17
Each Additional Container	\$104.89	\$209.72	\$314.63	\$332.18	\$360.06	\$348.64	\$419.45
3 Cubic Yard Container	\$157.30	\$314.60	\$471.91	\$489.76	\$523.16	\$575.40	\$691.91
Each Additional Container	\$157.30	\$314.60	\$471.91	\$489.76	\$523.16	\$522.94	\$629.17
4 Cubic Yard Container	\$209.72	\$419.45	\$629.18	\$647.41	\$686.28	\$749.72	\$901.59
Each Additional Container	\$209.72	\$419.45	\$629.18	\$647.41	\$686.28	\$697.25	\$838.93
6 Cubic Yard Container	\$314.60	\$629.17	\$943.75	\$962.67	\$1,012.50	\$1,198.36	\$1,321.07
Each Additional Container	\$314.60	\$629.17	\$943.75	\$962.67	\$1,012.50	\$1,043.40	\$1,255.03
8 Cubic Yard Container	\$419.45	\$838.92	\$1,258.35	\$1,277.89	\$1,338.73	\$1,446.98	\$1,740.50
Each Additional Container	\$419.45	\$838.92	\$1,258.35	\$1,277.89	\$1,338.73	\$1,403.58	\$1,688.28

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.190B

Contracted Solid Waste Compaction Type Drop Box Rates

(Monthly Rates Billed Monthly*)

Container Size	One pickup per week	Two pickups per week	Three pickups per week	Four pickups per week	Five pickups per week	Six pickups per week	Seven pickups per week
10-cubic yard	\$2,326.89	\$3,110.68	\$4,261.85	\$4,628.99	\$4,996.15	\$5,363.30	\$7,838.96
17-cubic yard	2,878.88	3,800.37	5,356.48	5,885.30	6,414.04	6,942.85	9,243.85
26-cubic yard	3,226.45	4,495.49	6,399.14	6,927.94	7,456.70	7,985.49	10,460.40
36-cubic yard	3,807.22	5,076.35	6,979.81	7,582.85	8,185.85	8,788.99	11,263.95
Container Size	Eight pickups per week	Nine pickups per week	Ten pickups per week	Eleven pickups per week	Twelve pickups per week	Thirteen pickups per week	Fourteen pickups per week
10-cubic yard	10,165.85	10,949.65	12,100.84	12,467.96	12,835.09	13,202.26	15,677.94
17-cubic yard	12,122.68	13,044.98	14,600.32	15,129.10	15,657.89	16,186.69	18,487.66
26-cubic yard	13,686.82	14,955.93	16,859.57	17,388.35	17,917.16	18,445.91	20,920.83
36-cubic yard	15,071.17	16,340.33	18,243.78	18,846.79	19,449.84	20,052.96	22,527.89

On-Call Rates Per Pickup: (with regular service)*	Regular	Sunday/Holiday
Special pickup 0-49 yards	\$571.12	\$856.68
Special pickup 50-yards	1,098.24	1,647.39
Special pickup 75 yards	1,791.39	2,687.08
On-Call Rates Per Pickup: (without regular service)*		
On-call pickup 0-49 yards	891.50	1,337.27

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.190C

Solid Waste Manual Type Drop Box

(Monthly Rates Billed Monthly*)

On-Call Monthly Rates**: (with or without regular service)	Regular	Sunday/ Holiday
Per cubic yard	\$10.99	\$16.50
10 cubic yards	\$109.90	\$165.00
20 cubic yards	219.80	330.00
28 cubic yards	307.72	462.00
35 cubic yards	384.65	577.50
50 cubic yards	549.50	825.00

Roll-off prices are calculated by the cubic yard.

** All on-call rates are subject to additional charges of daily rent per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

The daily rental rate is: \$ 24.57

Travel time to rural areas has an additional rate per hour after the first hour as follows:

The weekday travel rate is: \$ 117.29

The weekend/holiday travel rate is: \$ 175.94

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.200A

Residential Small Container and Commercial Container Rental Fees*

Container Size	Monthly Charge
1 cubic yard	\$20.15
2 cubic yard	24.19
3 cubic yard	28.25
4 cubic yard	31.48
6 cubic yard	40.36
8 cubic yard	44.36
Up to 96 gal. mobile container	4.87

Table 9.04.200B

Special One-Time On-Call Collection Charges and On-Call Bulky Item Collection*

Container Size	Charge
1 cubic yard	\$39.41 per call
2 cubic yard	52.55 per call
3 cubic yard	65.68 per call
4 cubic yard	78.79 per call
6 cubic yard	91.93 per call
8 cubic yard	105.09 per call
Assorted Trash Pickup – On-call bulky item for single family residences, places of business and public buildings	178.74 per hour (including up to ½ hour round trip travel time)
Assorted Trash Pickup – On-call bulky item for multifamily complexes	178.74 per hour (including up to ½ hour round trip travel time)

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.205A — Overflow Charges

for Multiple Dwelling Units and Mobile Home Parks

without Individual Curbside Service and Commercial Customers

Overflow Charges	Fee*
Per incident of overflowing solid waste at non-residential customer premises	\$39.75

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.210A

Medical Waste Collection Charges

BASIC SERVICE CHARGES*					
Item	Size & Volume	Price Per Item		Bio-Hazard Minimum Charge Per Service Call	
		Delivered	Picked Up	Prescheduled Once/Month Or Greater Frequency (Discounted Price)	On-call Pickup (Full Price)
Bio-Hazardous Accumulation Containers	Medium 10-14 Gallons	\$6.32	\$6.32	\$36.11	\$81.30
	Large 27-32 Gallons	\$9.03	\$9.03	(If total bio-hazard containers delivered and picked up is less than the above amount, then the above amount will be invoiced . If total is more than the above amount, then the price per item will be invoiced.	(If total bio-hazard containers delivered and picked up is less than the above amount, then the above amount will be invoiced . If total is more than the above amount, then the price per item will be invoiced.
	X-Large 48-50 Gallons	\$13.55	\$13.55		
	200 Gallon Cart with wheels	\$54.22	\$54.22	Per Month	Per Month
Basic service provided Monday through Friday and franchisee must be notified by 2 p.m. the day before pickup of any CANCELLATION, OFFICE CLOSURE, OR NO BIOWASTE PICK UP needed prior to service day or the minimum service charge will be invoiced.					

EXHIBIT A – RATES AND CHARGES

ADDITIONAL SERVICE CHARGES*			
The following additional waste disposal prices apply to prescheduled once/month or greater frequency medical waste customers picked up on their scheduled pickup day, or the special pickup surcharge will be applied in addition to the disposal price.			
Type	Size Code	Container	Disposal Charge
Chemotherapy Waste Disposal	Large	33 Gallon	\$ 44.59
	Extra Large	55 Gallon	79.11
Pharmaceutical Waste Disposal (non-controlled substance)	Extra Small	5 Gallon	57.54
	Small	10 Gallon	104.29
	Medium	20 Gallon	208.56
	Large	30 Gallon	312.86
	Extra Large	55 Gallon	521.44
Item			Special Collection & Services Charge
Special pickups/services (See Below)			\$86.32 Per Hour
Preparation of waste to make suitable for transportation			\$35.98 Per Container
Collection delay			\$1.46 per minute after 10 minutes; \$14.39 Minimum
Over-weight charge (Over 50 lbs.)			\$57.54 Per Container
SPECIAL PICKUPS/SERVICES - After 5:00 p.m., same day requests, holidays, outside the Urban Solid Waste Service Area, or greater than 20 polyurethane containers per pickup; or account balancing/reconciliation/usage reports/certificates.			

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.210B

Medical Waste Container Purchase or Rental

PURCHASE OR RENTAL ITEMS (optional, if offered by franchisee)*				
Item	Size	Volume	Dimensions	Price
Sharp Containers	Small	1 Quart	4" × 4" × 6"	\$7.20 plus tax
	Medium	5 Quarts	4" × 10" × 9"	11.52 plus tax
	Large	8 Quarts	6" × 9" × 10"	14.39 plus tax
	Extra Large	32 Quarts	9" × 13" × 17"	28.77 plus tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24" × 32" (8-10 gallons)	100.69 plus tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43" × 48" (50 gallons)	17.25 plus tax
Roll-Off Box Rental	Extra Large	40 Cubic Yards		474.71 per month

Medical waste charges specified in Tables 9.04.210A and 9.04.210B shall be the same for both urban and rural locations except that rural locations shall be subject to additional fees for travel time (after first hour) as follows:

Regular service \$117.29

Sunday/Holiday service \$175.94

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.220A

Cost of Service (Monthly)*

Rural Service Area Hotels, Places of Business and Public Buildings

Container	One Collection Per Week	Two Collections Per Week
Each 96-gallon container	\$11.73	\$21.49
Each 1 cubic yard container	\$53.54	\$106.79
Each 2 cubic yard container	\$107.10	\$213.92
Each 3 cubic yard container	\$160.64	\$321.01

Table 9.04.220B

Collection Charges (Monthly Rates Billed Monthly*)

Solid Waste Manual Type Drop Box

On-Call Rates* : (with or without regular service)	Regular	Sunday/holiday
10 cubic yards	\$109.90	\$165.00
20 cubic yards	219.80	330.00
28 cubic yards	307.72	462.00
35 cubic yards	384.65	577.50
50 cubic yards	549.50	825.00
Additional fees for travel time (after first hour)	117.29 per hour	175.94 per hour

EXHIBIT A – RATES AND CHARGES

Table 9.04.220C

Solid Waste Manual Type Drop Box Charges (Travel Time)

Container Size	Travel Rate for First Hour (roundtrip)	Travel Rate per Hour after First Hour	Demurrage Rate per 24 Hours or any part thereafter the First 72 Hours
10 yard open box	\$109.90	\$117.29	\$24.57
20 yard open box	\$219.80	\$117.29	\$24.57
28 yard open box	\$307.72	\$117.29	\$24.57
35 yard open box	\$384.65	\$117.29	\$24.57
50 yard open box	\$549.50	\$117.29	\$24.57

List of travel times for any delivery or pickup on 10 yard, 20 yard, 28 yard, 35 yard and 50 yard open boxes exceeding the initial one hour roundtrip		
	Drop & Pickup	Empty & Return
ONE HOUR (Goodsprings, Jean, Moapa Tribal Fireworks)		
10 yard open box	\$227.19	\$109.90
20 yard open box	\$337.09	\$219.80
28 yard open box	\$425.01	\$307.72
35 yard open box	\$501.94	\$384.65
50 yard open box	\$666.79	\$549.50
TWO HOURS (Boulder Dam, Calville Bay, Eldorado Valley, Glendale, Indian Springs, Lake Mead Area, Logandale, McCullough Switching Station, Moapa, Moapa Power Plant, Mountain Springs, Mount Charleston)		
10 yard open box	\$461.77	\$227.19
20 yard open box	\$571.67	\$337.09

EXHIBIT A – RATES AND CHARGES

28 yard open box	\$659.59	\$425.01
35 yard open box	\$736.52	\$501.94
50 yard open box	\$901.37	\$666.79
THREE HOURS (Lee Canyon, Nelson City, Overton, Overton Beach, Searchlight and Valley of Fire)		
10 yard open box	\$ 696.35	\$344.48
20 yard open box	\$ 806.25	\$454.38
28 yard open box	\$ 894.17	\$542.30
35 yard open box	\$ 971.10	\$619.23
50 yard open box	\$1,135.95	\$784.08
FOUR HOURS (Cal-Nev-Ari, Cottonwood Cove, Echo Bay and Nipton)		
10 yard open box	\$ 930.93	\$461.77
20 yard open box	\$1,040.83	\$571.67
28 yard open box	\$1,128.75	\$659.59
35 yard open box	\$1,205.68	\$736.52
50 yard open box	\$1,370.53	\$901.37

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

Table 9.04.230A

Sewage Waste Charges*

Sewage Waste Disposal Service	Fee
Per ton as hauled using franchisee equipment to accumulate, collect and/or transport waste	\$23.41
Per ton as hauled not using franchisee equipment to accumulate, collect, and/or transport waste	\$15.75
Per gallon for liquid waste only	\$0.60

* Effective July 1, 2021, and subject to applicable adjustments made pursuant to this chapter.

EXHIBIT A – RATES AND CHARGES

Table 9.04.250A

Late Payment Penalties

Residential Late Payment Penalty*	\$3.98 per quarter (or fraction thereof)
Non-Residential Late Payment Penalty	2% per month (or fraction thereof) of the delinquent amount

Table 9.04.250B

Maximum Lien & Collection Fees

Lien Fees	Administrative Fee*	County Recorder Fee	Total Fee
Claim of Lien Fee	\$71.22	\$42.00	\$113.22
Release of Lien Fee	\$71.22	\$42.00	\$113.22
Collection Fees	\$25.00	n/a	\$25.00

* Effective July 1, 2021, Late Payment Penalties and Lien Administrative Fees are subject to applicable adjustments made pursuant to this chapter. The County Recorder's Fee is established by State law and is \$42.00 as of January 1, 2022.

Exhibit "B"

Urban Solid Waste Service Areas

The areas of the Urban Solid Waste Service Area to be serviced under provisions of this contract and Chapter 9.04 of the Clark County Code and amendments thereto are generally described herein as the lands within the boundaries of unincorporated Clark County, Nevada, including lands within and surrounding the urban areas of the Las Vegas Valley, Blue Diamond, and the urban area of Laughlin, Nevada. The Urban Solid Waste Service Area does not include the Rural Solid Waste Service Areas as set forth on Exhibit "C."

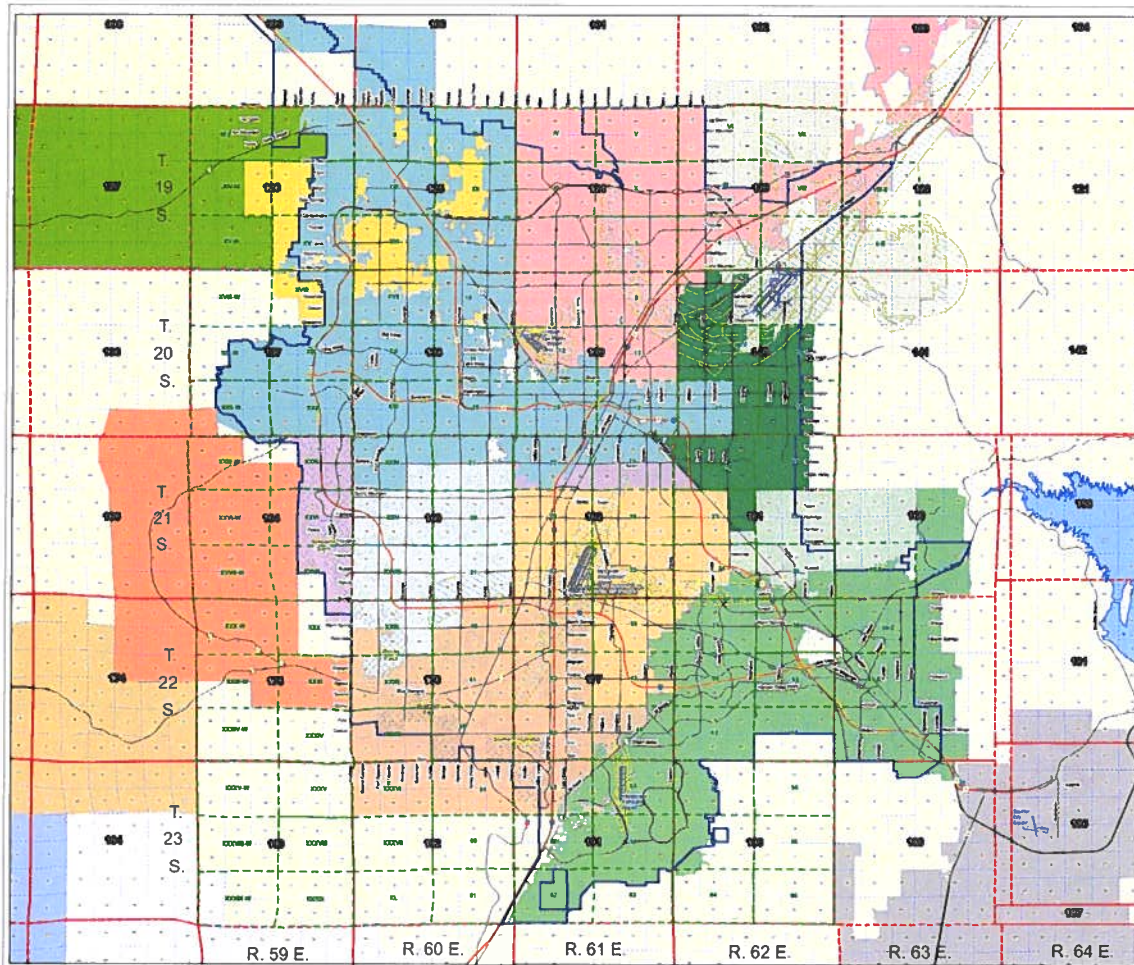


EXHIBIT B-1
Urban Solid Waste
Service Area
Las Vegas Valley
Jurisdictional Boundary Map

- | | |
|-------------------------|-------------------------------------|
| City of Boulder City | Paradise TAB |
| City of Henderson | Redrock CAC |
| City of Las Vegas | Sandy Valley CAC |
| City of North Las Vegas | Spring Valley TAB |
| Enterprise TAB | Summerlin South |
| Lone Mountain CAC | Sunrise Manor TAB |
| Lower Rife Canyon CAC | Whitney TAB |
| Mountain Springs CAC | Winchester TAB |
| Nellis Air Force Base | Unincorporated Clark County |
| BLM Disposal Boundary | Airport Environs & Public AFB LCLAZ |
| Pipeline Map Boundaries | Section Boundaries |
| Freeways | Local Streets |
| Major Streets | Railroads |

The Urban Solid Waste Service Area includes all of the unincorporated areas of Clark County within this map.

Map created on: May 08, 2010

This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated hereon.

Clark County, Nevada - GIS/Planning/Information Services

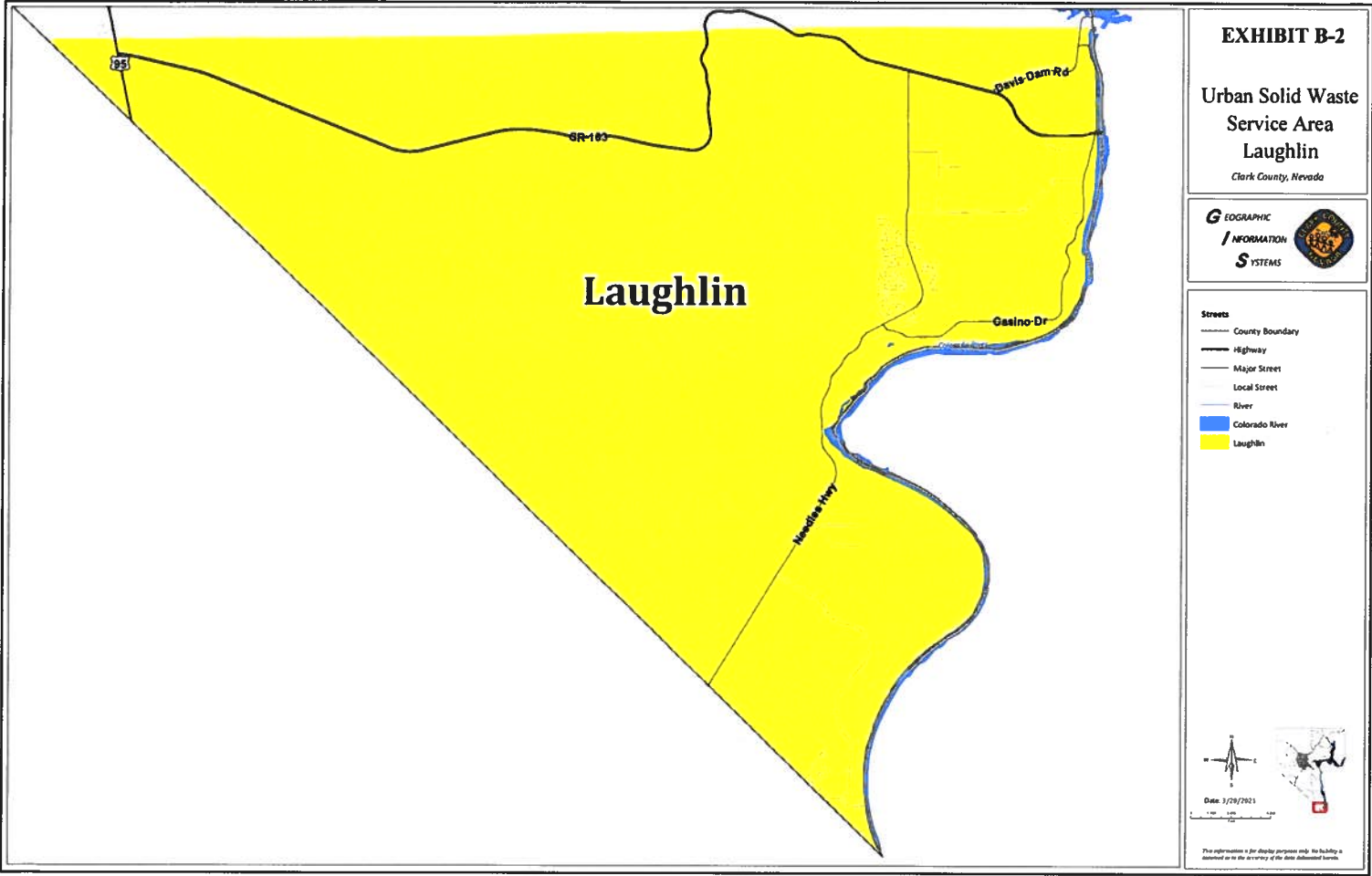


EXHIBIT "C"

Rural Solid Waste Service Areas include:

**Cactus Springs
Cal-Nev-Ari
Cold Creek
Corn Creek
Eldorado Mountain
Goodsprings
Indian Springs
Jean
Logandale
Moapa
Moapa Valley
Mt. Charleston
Mountain Springs
Overton
Sandy Valley
Searchlight**

CERTIFICATE OF SECRETARY
RELATING TO THE AMENDED AND RESTATED
FRANCHISE AGREEMENT FOR COLLECTION,
TRANSPORTATION AND DISPOSAL OF SOLID WASTE
FOR THE COUNTY OF CLARK
IN THE STATE OF NEVADA

The undersigned, Secretary of **REPUBLIC DUMPCO, INC.**, a Nevada corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **BRYANT THORNTON** holds the title of Market Vice President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 25th day of March, 2022.



Eileen B. Schuler, Secretary

CERTIFICATE OF SECRETARY
RELATING TO THE AMENDED AND RESTATED
FRANCHISE AGREEMENT FOR COLLECTION,
TRANSPORTATION AND DISPOSAL OF SOLID WASTE
FOR THE COUNTY OF CLARK
IN THE STATE OF NEVADA

The undersigned, Secretary of **REPUBLIC SILVER STATE DISPOSAL, INC.**, a Nevada corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **BRYANT THORNTON** holds the title of Market Vice President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 24th day of March, 2022.



Eileen B. Schuler, Secretary