

FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE

Between

THE CITY OF LAS VEGAS

and

REPUBLIC SILVER STATE DISPOSAL, INC.

and

REPUBLIC DUMPCO, INC.

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

This FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE (this "Franchise Agreement") is executed to be effective the 5th day of April, 2017 (the "Effective Date") between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), Republic Silver State Disposal, Inc., a Nevada corporation d/b/a Republic Services of Southern Nevada ("Franchisee"), and Republic Dumpco, Inc., a Nevada corporation ("Dumpco").

RECITALS

WHEREAS, the City is authorized to enter into this Franchise Agreement pursuant to its City Charter and the Nevada Revised Statutes ("NRS"), and the City may, pursuant to NRS 268.081, grant an exclusive contract, in whole or in part, to any person to collect and dispose of solid waste; and

WHEREAS, federal and state regulations mandate environmentally sound solid waste collection, transportation and disposal; and

WHEREAS, it is declared to be the policy of the City to regulate the collection, transportation and disposal of solid waste, sewage waste, residential recycling and household hazardous waste drop-off in a manner consistent with federal and state laws; and

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

WHEREAS, solid waste and sewage waste collection, transportation and disposal service and curbside recycling are presently provided by Franchisee within the City under the "Garbage Disposal Agreement" dated December 31, 1985, as amended by that certain Memorandum of Understanding Amending the Garbage Disposal Agreement dated July 12, 1999 (the "Existing Franchise"); and

WHEREAS, although the Existing Franchise constitutes a binding contract between City and Franchisee which will remain in effect through February 1, 2021, the parties now desire to terminate all prior agreements, including the Existing Franchise, and enter into this Franchise Agreement; and

WHEREAS, the City Council has determined that franchised solid waste service, sewage waste, residential recycling service, and household hazardous waste service provide the most effective approach to environmentally sound and economical solid waste collection and disposal services; and

WHEREAS, the City desires to continue providing environmentally sound solid waste, sewage waste, residential recycling and household hazardous waste collection, transportation and disposal services to residents and businesses within the municipal boundaries of the City; and

WHEREAS, Franchisee represents it 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 within the municipal boundaries of the City; and

WHEREAS, the City and Franchisee desire to replace the Existing Franchise in its entirety to make it consistent with the City's solid waste ordinance and to include implementation of residential recycling through single stream recycling; and

WHEREAS, the City Council has determined that it is in the best interests of the residents of the City that the Existing Franchise be replaced in its entirety with the terms and conditions of this Franchise Agreement.

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 9.08 OF THE LAS VEGAS MUNICIPAL CODE

All terms, phrases, words and derivations of such words used in this Franchise Agreement shall be defined as provided by Chapter 9.08 (Solid Waste) of the Las Vegas Municipal 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 Section 9.08 shall prevail except as set forth below. After the Effective Date, both parties agree that the City may amend sections in Chapter 9.08; however, Franchisee is not required to comply with any such amended sections if those changes are in conflict with this Franchise Agreement or the operation of this Franchise Agreement.

SECTION 2: DURATION

This Franchise Agreement replaces the Existing Franchise in its entirety upon the Effective Date, and the term and conditions of this Franchise Agreement are operative from July 1, 2016 until 11:59 p.m. on June 30, 2031, unless otherwise terminated, amended or extended pursuant to the terms of this Franchise Agreement or the Code.

SECTION 3: EXISTING FRANCHISE SUPERSEDED; EXCLUSIVITY

A. As of the Effective Date, the terms, conditions, covenants and agreements contained in the Existing Franchise are superseded by the terms, conditions, covenants and agreements contained in this Franchise Agreement, and this Franchise Agreement shall become the sole exclusive contract between the parties for the collection, transportation and disposal of solid waste, residential recycling and household hazardous waste drop-off service within the City. Furthermore, City and Franchisee agree to extinguish, void or terminate all prior agreements that exist between the parties outside of the Existing Franchise should such action be required within ninety (90) days of the Effective Date. The following is a list of the existing agreements: Garbage Disposal Agreement dated December 31, 1985; 1994 Tipping Fees Agreement; 1997 City Council Consents to Assignments; 1999 Memorandum of Understanding Amending December 31, 1985 Garbage Disposal Agreement; 2005 Sewage Waste Disposal Services Contract; 2010 Sewage Waste Disposal Services Contract Extension Letter; 2010 Amended Tipping Fees Agreement; 2015 Sewage Waste Disposal Contract Modification No. 1; 2015 Sewage Waste Disposal Contract Modification No. 2; and 2016 Sewage Waste Disposal Contract Modification No. 3 (collectively, the "Existing Agreements"). If formal action to extinguish, void or terminate the Existing Agreements is not required, both parties agree that the Existing Agreements are

terminated and replaced by this Franchise Agreement.

B. Subject to the terms and conditions contained in this Franchise Agreement and the Code, the City hereby grants to Franchisee the exclusive right to collect, transport, and dispose of all solid waste, residential recycling and household hazardous drop off service, except as otherwise provided by this Franchise Agreement or Section 9.08.060 of the Code, within the corporate boundaries of the City, as the same now exists or may be annexed in the future. The City further grants the Franchisee the exclusive right to collect, transport, and dispose of all sewage waste as set forth in Section 5 of this Franchise Agreement.

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

A. As of the Effective Date, tipping fees shall be calculated at the rate of \$35.28 per ton and will increase annually based upon the CPI-U calculation set forth in this Franchise Agreement and the Code. Adjustments shall be effective on July 1 of each year. Tipping fees are hereinafter defined as the fees charged by Franchisee to City to dispose of each ton of solid waste at the Apex Regional Landfill ("Apex") operated by Franchisee within Clark County, Nevada ("City 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 City in compliance with this Franchise Agreement. However, Franchisee must comply with the rate for City Tipping Fees charged to the City as set forth in this Franchise Agreement.

B. City vehicles may dispose of solid waste, including construction and demolition waste collected in the normal and customary course of City business that is not in competition with Franchisee, its affiliates or this Franchise Agreement at Apex. Franchisee shall provide City with an annual credit amount for Tipping Fees and solid waste service fees (the "Annual Credit"). Beginning on July 1, 2016, Franchisee agrees to provide the City an Annual Credit of \$500,000. Thereafter, on each successive date of July 1st for the next four (4) years, the Annual Credit will increase by \$200,000 each year such that on July 1, 2020, the maximum amount of the Annual Credit paid by Franchisee to City will be \$1,300,000. Beginning on July 1, 2021, the Annual Credit of \$1,300,000 will increase by the

amount of the CPI-U provided for in this Franchise Agreement and Section 9.08.240 of the Code. The Annual Credit shall be: (a) adjusted upwards annually based upon the percentage change in the CPI-U in accordance with this Franchise Agreement and Section 9.08.240 of the Code; and (b) pro-rated on a per diem basis, when applicable. The Annual Credit may be utilized to offset charges by the Franchisee for the following services provided to the City: solid waste collection for small containers, industrial accounts, commercial services, recycling collection accounts, street sweeping and disposal services at Apex. The Annual Credit is for the exclusive use of the City and is not transferable to any other party, entity or operator or other government agency. Furthermore, City agrees to utilize Franchisee's services for collection, transportation, and disposal of all solid waste; sewage waste that is transported and disposed by Franchisee; and recyclables generated by City which are transported by Franchisee during the term of this Franchise Agreement. For any amount of the Annual Credit that is not used by City by June 30th of each year Franchisee agrees to pay City the difference between the used Annual Credit and the unused Annual Credit. The amount owed to City, if any, will be paid by Franchisee within sixty (60) days of receiving an invoice from City. In no event shall the total of used Annual Credit and unused Annual Credit exceed the annual amounts set forth in this Section 4(B) unless adjusted for CPI-U pursuant to this Franchise Agreement and Section 9.08.240 of the Code. Franchisee shall submit an itemized statement to the City on a quarterly basis which shows the current Tipping Fees, the number of tons tipped, and solid waste collection, transportation and disposal fees which will reflect the services provided to the City, the Annual Credit allotted to the City, and the amount of the Annual Credit that has been used. 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 City or any other entity that the City is acting as an agent for or entity that the City has contracted with for City services. The Clark County Regional Flood Control District serviced by the City shall be subject to Franchisee's, and its affiliates, standard tipping and solid waste service fees. The City 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 City.

C. Beginning on July 1, 2016 and by no later than July 1 of each calendar year, Franchisee shall pay the City three hundred thousand dollars (\$300,000.00) to offset the cost of code enforcement services ("Code Enforcement Allowance"). The Code Enforcement Allowance shall be (a) pro-rated on a per diem basis, when applicable; and (b) adjusted upwards annually based upon the percentage change in the applicable CPI-U in accordance with this Franchise Agreement and Section 9.08.240 of the Code. If Franchisee determines that its code enforcement issues are not being adequately addressed, the City agrees to meet with Franchisee and develop a plan to ensure that this Franchise Agreement and Chapter 9.08 of the Code is being enforced to the satisfaction of Franchisee and City. As part of the plan, Franchisee may ask the City to dedicate an average of up to forty (40) hours of time on a weekly basis to resolve any solid waste code enforcement or Franchise Agreement issues.

SECTION 5: SEWAGE WASTE COLLECTION

A. The Parties acknowledge that sewage waste, and the collection, transportation and disposal of such waste, is part of this exclusive Franchise Agreement. However, the Franchisee acknowledges that the City may exclude up to a specified amount of the daily volume of sewage waste produced by the City from this Franchise Agreement as provided in this Section 5(G).

B. The Franchisee shall collect, transport and dispose of one-hundred percent (100%) of the Non-Excluded Sewage Waste as defined in Section 5(G) of this Franchise Agreement, produced by the City during the term of this Franchise Agreement.

C. The City shall pay Franchisee \$20.31 per wet ton for sewage waste disposal services. A Wet Ton means 2,000 pounds of sewage waste. The total estimated annual requirement is approximately 57,000 Wet Tons (average 155 tons per day). Except as set forth in this Franchise Agreement, Franchisee shall collect, transport and dispose of the City's sewage waste at this price regardless of whether the actual requirement is higher or lower than the estimate.

D. The unit price set forth in Section 5 (C) above shall be subject to applicable CPI-U increases made pursuant to the Code and this Franchise Agreement. Increases shall be effective on July 1 of each year.

E. As provided by this Franchise Agreement, Franchisee shall pay a franchise fee on its cash receipts from collection, transportation and disposal of the City's sewage waste. If any jurisdiction other than the City imposes a franchise fee on Franchisee based on its sewage waste service required by this Section 5, Franchisee shall be solely responsible for such franchise fee and shall not pass it through to the City.

F. The City shall pay reasonable costs incurred by Franchisee as a result of non-conforming sewage waste as described in subsection (T) of Section 5 of this Franchise Agreement. Costs may include but are not limited to, transporting costs, preparing to transport costs, and any disposal costs associated with the non-conforming sewage waste, provided that Franchisee shall obtain approval from the Project Manager before incurring additional costs associated with non-conforming sewage waste. For purposes of this Franchise Agreement, a "Project Manager" means the City representative who is responsible for the coordination of performance between City and Franchisee.

G. The City reserves the right to exclude from this Franchise Agreement up to 50% of the daily volume of sewage waste up to a maximum of 30% of the annual volume of sewage waste produced by the City (the "Excluded Sewage Waste"). The remaining sewage waste shall be considered non-excluded sewage waste ("Non-Excluded Sewage Waste"). The daily volume of sewage waste shall be determined by the total volume of the prior calendar year's total sewage waste produced by the City and divided by 365 ("Daily Volume"). The City shall calculate and notify Franchisee of the tonnage available for Excluded Sewage Waste on an annual basis. Should the City choose to enter into a contract whereby the terms of such contract for the collection of Excluded Sewage Waste allow a company to haul up to a maximum of 50% of the Daily Volume, the parties will comply with the procedures set forth in Section 5 (MM) and Section 5 (NN). Excluded Sewage Waste shall not be considered sewage waste for any purpose. The City and Franchisee shall agree upon a schedule for

the Franchisee's collection of the remaining Non-Excluded Sewage Waste thereafter as set forth in Section 5 (MM) and Section 5 (NN). The parties agree that all Non-Excluded Sewage Waste and Excluded Sewage Waste is not a service that is included in the Annual Credit more fully described in Section 4 of this Franchise Agreement. City agrees that it will not transfer the right to dispose of any Excluded Sewage Waste to another solid waste transportation company or any other company for disposal at a location in Clark County, Nevada at any location other than Apex.

H. The Parties shall review the Daily Volume of sewage waste that may be declared as Excluded Sewage Waste every five (5) years on the anniversary of the Effective Date of this Franchise Agreement, but the City has the right to declare any portion of its sewage waste as Excluded Sewage Waste up to the maximum amount permitted by this Franchise Agreement upon sixty (60) days notice to the Franchisee, and the City has the right to make such declaration in its sole discretion, whether at one time or multiple times during any given period of time as delineated herein. At any time on or before July 1, 2021, City has the right to declare any amount up to a maximum of 30% of the annual sewage waste as Excluded Sewage Waste. At any time between July 1, 2021 and July 1, 2026, City has the right to declare any amount up to a maximum of 40% of the annual sewage waste as Excluded Sewage Waste. At any time between July 1, 2026 and the termination of this Franchise Agreement, City has the right to declare any amount up to a maximum of 50% of the annual sewage waste as Excluded Sewage Waste. Should the City exercise its right to declare any portion of its sewage waste as Excluded Sewage Waste as indicated above, City will provide Franchisee with a minimum of sixty (60) days prior written notice. Both parties must agree on the collection process for Excluded Sewage Waste and Non-Excluded Sewage Waste as set forth in Section 5 (MM) and Section 5 (NN). The written notice must include how much of the remaining volume of Non-Excluded Sewage Waste may be declared as Excluded Sewage Waste.

I. Franchisee shall submit invoices to the City by the twentieth (20th) of each month for the previous month's charges for services. All invoices should identify the performance dates covered, identify the item against which charges are made, state the date of the invoice and reference the

associated purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to Franchisee will be made in full within thirty (30) calendar days.

J. The services contemplated in this Section 5 are not “regular or periodic services” under Las Vegas Municipal Code Chapter 9.08 and are not subject to advance payment.

K. Franchisee shall load its vehicles with sewage waste directly from the sludge cake hoppers in the Mechanical Sludge Dewatering Building at the Water Pollution Control Facility (“WPCF”). Franchisee’s drivers shall operate the City’s loading equipment at the WPCF. The City shall provide Franchisee with a written standard operating procedure (“SOP”) for the equipment. Franchisee is responsible for ensuring that all Franchisee operators are provided with the SOP and are familiar with it. If a Franchisee employee working at the WPCF is unsure of proper operating procedures, he or she shall advise WPCF operators before beginning loading operations.

L. Sewage waste shall be transported by the Franchisee from the WPCF to Apex 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 Southern Nevada Health District and are in full compliance with all federal, state and local regulations. Prior to implementing an alternative method, Franchisee and City shall meet and confer for approval of an alternate method.

M. If the Franchisee, or its consultants, agents, affiliates or contractors process the sewage waste in such a manner as to extract precious metals and rare elements, including, but not limited to copper, gold, silver, palladium, platinum or vanadium, or any other substance of substantial value, notwithstanding any provision of the Franchise Agreement, the Franchisee shall pay to the City 50% of the net proceeds of the sale of such metals and substances, instead of the baseline franchise fee on the net proceeds of the sale of such metals or substances. 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 the franchise fee on the gross proceeds of such sale.

N. The City's capacity to store sewage waste is finite and it is of prime importance to remove the sewage waste at a rate that will not delay or hamper WPCF's operations. Therefore, subject to the limitations set forth in Section 5(H), and subject to the provisions of 5(NN) herein, Franchisee shall empty and remove all Non-Excluded Sewage Waste from the WPCF at least once each day, seven days per week; provided, however, this requirement does not apply during periods of construction or other activities at the City's WPCF which stop the production of sewage waste. The WPCF will notify Franchisee of requirements twice each day, once early in the morning and again in the early afternoon. 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.

O. From time to time, the City's daily production of sewage waste will be significantly greater than the "average" production. The projected maximum production at the time of the Effective Date is 250 tons per day. This maximum will increase over the term of this Franchise Agreement. Franchisee shall ensure that the maximum production can be disposed of in a timely manner so as not to interfere with WPCF operations. The City shall work with the Franchisee to establish schedules that are mutually acceptable.

P. In the event sewage waste production is greater than 15 percent more than the maximum requirement of 250 tons per day, the City shall give Franchisee a minimum of seven (7) days advance notification. If the City fails to provide timely notification and Franchisee is unable to dispose of the excess sewage waste above 115 percent of the maximum, Franchisee shall not be liable for any costs incurred if the City elects to utilize its own resources as detailed in this section.

Q. The City shall notify Franchisee at least every six (6) months of any increase in the average and maximum daily requirements in order that Franchisee can make arrangements to have resources available to perform under the terms of this Franchise Agreement.

R. In the event WPCF operations are jeopardized by Franchisee's failure to timely remove sewage waste, the City 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 City within thirty (30) calendar days of its receipt of the invoice for such costs.

S. Franchisee shall provide sufficient personnel and equipment necessary to perform services in full compliance with this Franchise Agreement.

T. Franchisee shall provide the City with annual scale calibration certificates for the scales used to determine the weight of sewage waste. Franchisee shall also provide each month the records (weight slips) of the daily measurements of the weight of sewage waste it transports.

U. Upon written request, the City shall provide Franchisee with the results of sewage waste testing that is required under the City's discharge permit. Franchisee shall provide the City with a split of any and all samples taken by Franchisee of the City's sewage waste unless the City 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.

V. Franchisee shall notify the Project Manager if the City's sewage waste is discovered to be non-conforming with the limits set forth in 40 CFR 258.20 and 40 CFR 258.28.

W. City will provide in writing to Franchisee the name, telephone number and mailing address of the designated Project Manager. The City will provide written notice to Franchisee, should there be a subsequent Project Manager change. The Project Manager will be Franchisee's principal point of contact at the City regarding any matters relating to sewage waste, will provide all general direction to Franchisee regarding performance, and will provide guidance regarding the City'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 City the name, telephone number and mailing address of the designated Franchisee Representative. Franchisee will provide written notice to the City, should there be a subsequent Franchisee Representative change. The City 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.

X. Franchisee warrants that the services shall be performed in full conformity with this Section 5, 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 City, re-perform or perform the services so that the services conform to the warranty.

Y. During the entire performance period of this Section 5, Franchisee shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Section

Z. The City grants to Franchisee the right of ingress, egress and access onto designated areas at the WPCF premises 24 hours a day, 7 days a week in order to perform its sewage waste disposal services. The City warrants that any right-of-way provided by the City is sufficient to bear the weight of all Franchisee vehicles required to perform sewage waste services. The City shall maintain at its expense the rights-of-way in good condition and fully paved for the Franchisee's ingress.

AA. Franchisee shall be liable for any intentional or negligent damage to City property directly resulting from its performance of services for all sewage waste or Non-Excluded Sewage Waste. Franchisee will pay for any damage as invoiced by the City within thirty (30) days from the receipt of the invoice. Franchisee will not be liable for any damage caused by a third party hauling Excluded Sewage Waste.

BB. Franchisee shall comply with all security requirements governing access to and operations at the WPCF, including any new requirements that may be imposed during the term of this Section 5. The City shall provide reasonable notification to Franchisee of any changes and shall work with Franchisee to minimize any disruption to services if security requirements change.

CC. Notwithstanding any provision of Las Vegas Municipal Code 9.08, no lien may be recorded against City property on any matter related to or arising under this Section 5.

DD. For each claim or dispute arising between the parties under this Section 5, 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 City and Franchisee may resolve the claim or dispute through litigation as set forth in Section 28 of the Franchise Agreement.

EE. Should the timely performance of this Section 5 be jeopardized by the non-availability of City provided personnel, data, or equipment, Franchisee immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise Franchisee in writing of the action which will be taken to remedy the situation.

FF. Franchisee shall advise the City in writing of an impending failure to perform its obligations under the terms of this Section 5. 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 City's actions.

GG. Franchisee shall procure and maintain, at its own expense, during the entire term of this Section 5, the insurance set forth in Sections 11 and 12 of this Franchise Agreement.

HH. 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 5.

II. The failure of the City 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 City to thereafter enforce each and every provision of this Section 5. Waiver of any breach of this Section shall not be held to be a waiver of any other or subsequent breach of this Section 5.

JJ. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Section 5.

KK. For all Non-Excluded Sewage Waste, the City 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:

- i. Description of services to be performed.
- ii. Timing of performance (i.e., hours of the day, days of the week, etc.).
- iii. Place of performance of the services.

LL. 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 City shall make an equitable adjustment in the sewage waste price, the delivery schedule, or both, and shall modify this Section 5 accordingly.

MM. The parties desire to maintain continuity of sewage waste collection service from WPCF on a daily basis. Therefore, Franchisee and City will meet and agree upon the schedule whereby a third party can collect up to a certain percentage of the Excluded Sewage Waste from the WPCF on a daily basis. In order for Franchisee to remain available at all times to collect all Emergency Excluded Sewage Waste as set forth in Section 5 (NN), City agrees to develop a schedule that only allows a third party to collect up to fifty percent (50%) of the daily volume of Excluded Sewage Waste from WPCF. Franchisee will then collect the remaining percentage of Non-Excluded Sewage Waste from the WPCF on a daily basis.

NN. If the third party transporting the Excluded Sewage Waste fails to collect and transport any Excluded Sewage Waste, the City may ask Franchisee for an emergency collection, transportation and disposal of any or all of the Excluded Sewage Waste from the WPCF ("Emergency Excluded Sewage Waste"). Franchisee agrees to collect and transport all Emergency Excluded Sewage Waste within six (6) hours of notification from City. Upon the City's notification to Franchisee to begin transporting and disposing of Excluded Sewage Waste, Franchisee will charge the City the existing Non-Excluded Sewage Waste rate at the time of notification plus an additional \$2.50 per wet ton which will increase based upon the CPI adjustment set forth in Section 16 of this Franchise Agreement and Section 9.08.240 of the Code, to cover increased labor and depreciation costs incurred by Franchisee. Franchisee will send City an invoice within thirty (30) days of collection, transportation and disposal of

the Emergency Excluded Sewage Waste. City agrees to pay Franchisee in full within thirty (30) days of receipt of such invoice.

OO. 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 City decides that the facts justify, the City may receive and act upon a proposal submitted by Franchisee before final payment.

PP. If Franchisee's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

QQ. 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 changed.

RR. Franchisee shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of Franchisee's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

SS. The parties may amend the terms of this Section 5 by mutual consent in writing without seeking an amendment to this Franchise Agreement.

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, 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 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 City

Manager for review ("Special Collection Related Services"). Franchisee shall pay the City the prevailing franchisee fee as provided by this Franchise Agreement on all Special Collection Related Services; however, City shall have no authority to deny a rate charged or service offered by Franchisee for Special Collection Related Services.

B. Franchisee shall implement 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 in the City living in single-family residences, duplexes, and multiple dwellings or mobile home parks, with individual curbside service, which programs shall be exclusive to Franchisee except as otherwise provided in this Franchise Agreement or the Code. If there are any operational issues with implementation of single stream recycling, Franchisee may work with the City on modifications to the implementation process and without any need to amend or modify this Franchise Agreement. Additionally, Franchisee will make every effort to comply with the implementation date of December 31, 2018; however, if Franchisee is unable to convert all single-family residences, duplexes and multiple dwellings or mobile park home parks with individual curbside service by this date, Franchisee shall not be considered in breach of this Franchise Agreement.

1. By December 31, 2018, Franchisee shall provide collection services for recyclables once per week and collection services for solid waste once per week to all single-family residences, duplexes, and multiple dwellings or mobile home parks with individual curbside service ("Single Stream Recycling"). Franchisee will provide each residence with Single Stream Recycling, one (1) wheeled cart for recyclables and one (1) wheeled cart for solid waste. Residents may request one (1) additional solid waste or recyclables wheeled cart at no charge. Wheeled carts will be available in 35 gallon, 65 gallon or 95 gallon capacities and determination of each wheeled cart is at sole discretion of Franchisee during implementation. After implementation, Residents may contact Franchisee for a different capacity container, and Franchisee shall comply with such request within a reasonable period of time. 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 City. Franchisee shall collect recyclables on a regularly scheduled collection day for solid waste. All recyclables shall be separated and processed for sale and the residual solid waste shall be transported to a solid waste transfer station, Apex or other recycling facility in accordance with all applicable laws, rules and regulations.

2. Franchisee will offer to single-family residences, duplexes, multiple dwellings or mobile home parks with individual curbside service an optional second trash collection service per week. The rate will be \$13.15 per month for each single family residence and each duplex unit, multiple dwellings unit or mobile home park unit with individual curbside service that elects to sign up for the optional second trash collection service per week and will be adjusted upwards annually based upon the percentage change in the applicable CPI-U in accordance with this Franchise Agreement and Section 9.08.240 of the Code. This rate excludes a second recycling collection service per week and is predicated upon certain participation assumptions by Franchisee. If the number of single-family residences, duplexes, multiple dwellings or mobile home parks with individual curbside service signing up for the second trash collection service per week deviates from the participation assumptions, Franchisee reserves the right to meet and confer with the City Manager and establish a new monthly charge for this optional service.

3. Upon written request by the City, Franchisee agrees to provide the City Manager or designee, a status report of the implementation schedule for Single Stream Recycling for all single-family residences, duplexes, and multiple dwellings or mobile home parks with individual curbside service. Franchisee will provide such report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties.

4. By October 1, 2017, Franchisee agrees to provide the City Manager or designee with a memo that outlines Franchisee's community outreach program that will educate residents on implementation of Single Stream Recycling.

5. Franchisee agrees to offer recycling programs to multiple dwellings that receive commercial service.

C. City and Franchisee may work together to develop a pilot program that utilizes call in requests for bulky item pick up service. The pilot program will evaluate customer satisfaction with call in bulky item collection instead of using a fixed schedule for bulky item collection. After consultation with City, Franchisee will select approximately 5000 homes in which to implement the pilot program. The pilot program will include brochures and notification information at the expense of Franchisee to be mailed to the residents selected to participate in the pilot program. There will be no additional charge to those residents selected to participate in the pilot program. At the conclusion of the pilot program, Franchisee will mail a survey to measure customer satisfaction with the call in bulky item collection versus the fixed schedule for bulky item collection. City and Franchisee will mutually agree on whether to implement the call in bulky item collection to all residents in the City. Should City and Franchisee later decide not to implement the call in bulky item collection pilot program, the City agrees that Franchisee is not in breach of this Franchise Agreement.

D. Franchisee agrees to undertake all reasonable efforts to avoid any conflict with scheduled City street sweeping routes and will coordinate proposed changes in curbside pickup collection days with City subject to mutual agreement which shall not be unreasonably withheld by either party. Franchisee agrees to reimburse City, for its actual costs, up to twenty thousand dollars (\$20,000) for each request to change the City's street sweeping schedule.

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 by an act of God, labor strike, governmental action, or other unforeseen act or condition necessitating closure or relocation beyond the control of Franchisee.

F. City and Franchisee recognize both parties have a history of coordinating activities during City "Slurry Seal" applications to provide for solid waste collection service while providing for protection of freshly placed Slurry Seal product. City will notify Franchisee prior to beginning semi-annual application period, and request meeting for review and coordination of Slurry Seal activities. For neighborhoods with twice weekly service, Franchisee will suspend the next regularly scheduled service

following placement of Slurry Seal product. Franchisee agrees to provide City with a route map that shows collection service days within the City.

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. Unless otherwise agreed to by the City Manager and Franchisee, drop-offs shall be offered every quarter, on a Saturday. Household hazardous waste shall be accepted at drop-off locations established by Franchisee. Franchisee shall inform customers of the dates, times and locations of pick-ups either by mail, on its website, inserted into billing statements, or by announcements in the local media at least quarterly. Consistent with the EPA definition of household hazardous waste and any regulations by the State of Nevada or Southern Nevada Health District, household hazardous waste that can be accepted includes up to fifteen (15) gallons of liquid paint, per household per collection period, and may include paints, varnishes, stains, thinners, household cleaners, furniture or metal polishes, liquid automotive products, pesticides, herbicides, pool chemicals, photographic chemicals, art and hobby supplies, adhesives, batteries, used oil or other acceptable household hazardous waste. Waste that shall not be accepted include radioactive materials, explosives, water reactives, compressed gases (including Freon), business or commercial waste, infectious waste, unlabeled/unknown materials, or other materials or products as may, due to safety, health or similar concerns, be designated by the City or other recognized governmental authority and agreed to by Franchisee as unacceptable household hazardous waste materials. Franchisee may accept refrigerators containing Freon as household hazardous waste, provided that Franchisee has the right to establish and charge reasonable fees for such service sufficient to recover its costs of handling Freon removal.

H. The City Manager and Franchisee may agree upon alternative collection schedules for specified periods for purposes of testing recycling options pursuant to Section 9.08.295 of the Code.

I. Franchisee shall maintain an office conveniently 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 for purposes of dealing with the City 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.

J. Upon the City's written request, Franchisee will provide an annual report to the City that will outline Franchisee's customer service training programs for its employees during that year, and summarize the customer service training provided to employees for the preceding year. At a minimum, the annual report will include a list of training courses and the manner in which they are assigned to employees. The annual report will also include the syllabus for entry level training for new employees, as well as the syllabus for all ongoing and refresher training. Franchisee will provide the report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties.

K. Franchisee shall be required to implement a complaint resolution procedure to handle all complaints received by either the City 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. For solid waste collection, if Franchisee misses a collection, Franchisee shall resolve the missed collection within (24) hours of notification.

(2) If Franchisee cannot resolve a complaint within forty-eight (48) hours of its receipt, Franchisee shall within that period, provide the City 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 City is not satisfied with Franchisee's proposed resolution of a complaint, the City shall have the authority to direct Franchisee to resolve the complaint in a manner that is satisfactory to the City 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 City's written request, Franchisee shall provide the City with a written monthly report, in a form satisfactory to the City, 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.

L. Franchisee agrees to the following telephone procedures:

(1) Customer service telephone operators shall be trained to screen requests and assist in solving problems and shall identify themselves by at least their first names immediately upon initial contact with a customer.

(2) A customer shall be transferred to a supervisor upon request or, if none is available, receive a return call from a supervisor within one working day of the request.

(3) Unless otherwise agreed to by the City, customer service operators shall be available to answer telephone calls from customers during normal business hours, which shall be from at least eight a.m. to six p.m. each Monday through Friday and for at least four (4) hours each Saturday, except for any Monday through Saturday that falls on any of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. When customer service operators are not available to answer telephone calls from customers, Franchisee shall employ an answering service capable of receiving and recording calls from customers. Calls received by such answering service shall be returned on the next business day.

(4) Franchisee shall at all times maintain a telephone answering system that measures the:

(i) Average wait time from the time that customer calls reach Franchisee to the time that such calls are answered by a person (not a machine);

(ii) Number of calls that reach Franchisee but are dropped before a representative of Franchisee answers such calls; and

(iii) Percentage of time during which all of Franchisee's customer service

telephone lines are busy.

(5) Upon the City's written request, Franchisee shall provide the City with a written monthly report regarding its telephone answering system, in a form satisfactory to the City, 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. Franchisee will provide the report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties.

(6) During normal business hours as specified in Subsection (3) of this Section 6, Franchisee shall meet the following minimum standards for its telephone answering system at least ninety percent (90%) of the time, measured monthly:

(i) Telephone answering time, including wait time, shall not exceed sixty (60) seconds.

(ii) No more than five percent (5%) of incoming customer service callers shall receive a busy signal.

(7) Each monthly report required by Subsection (L)(5) of this Section 6 shall include a summary of whether Franchisee is or is not in compliance with the standards established pursuant to Subsection (L) of this Section 6 and, if Franchisee is not in compliance, what actions Franchisee will take to meet the standards in future months.

M. For purposes of this Section 6, a "container damaged beyond proper use" shall mean a solid waste container used by a customer 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.

(1) For purposes of this Section 6, Franchisee shall be deemed to have notice that a container has been damaged beyond proper use no later than the earlier of the following dates:

(i) The date on which Franchisee receives oral or written notice of the damage; or

(ii) The first regularly scheduled collection day after the damage has occurred.

(2) If Franchisee provides a container to a customer and such container is damaged beyond proper use through Franchisee's own actions or through normal wear and tear, or if Franchisee damages any other container that is used by a customer through Franchisee's own negligence or misconduct, Franchisee shall:

(i) Fix or repair such container, at its own cost, no later than seven (7) calendar days after it has notice of the damage;

(ii) Be deemed to have missed each collection that is regularly scheduled from the date on which Franchisee has notice of the damage until such time as the container is fixed or replaced; and

(iii) May issue a credit to the customer for each missed pickup in accordance with this Section 6.

(3) If Franchisee misses or improperly performs a collection for a customer for any reason other than a container being damaged beyond proper use, resulting in solid waste that the customer has properly put out for collection not being collected, Franchisee shall, within twenty-four (24) hours of receiving notice of such missed or improper collection, send a second truck to the premises to properly collect such solid waste.

(4) If Franchisee fails to fix or replace a container damaged beyond proper use as required by this Section 6, or fails to correct a missed or improper collection for a customer as required by this Section 6, Franchisee may issue a prorated credit to such commercial customer's account, based on the charges for regularly scheduled collection service to the premises for the applicable billing period, if the commercial customer makes any request for such a credit.

N. Franchisee will implement a truck replacement schedule and will provide the replacement schedule to City 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 agrees that no automated residential route trucks will be older than fourteen (14) years unless Franchisee notifies City in writing. Franchisee will implement a preventive truck maintenance program and maintain records of ongoing maintenance for each truck. Franchisee will allow City to audit the maintenance program and preventive maintenance program upon ten (10) days written notice. Such audit must be performed during regular and customary business hours.

O. Franchisee agrees to convert its automated residential truck fleet to Compressed Natural Gas within five (5) years of the Effective Date of this Franchise Agreement.

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

SECTION 7: TRANSFER STATIONS

A. Franchisee may establish and place into operation new transfer stations based upon the service requirements determined by Franchisee. Franchisee shall be responsible for all costs associated with site improvements, construction, operation and maintenance of each transfer station, and with all liabilities resulting from the operation thereof.

B. Any future transfer stations in the City shall be located on mutually acceptable sites owned or controlled by the City or Franchisee, and as approved by the City Council.

C. Franchisee shall have the right, subject to applicable laws, rules and regulations existing and hereafter enacted or established, to determine the physical layout, construction and operational characteristics of the sites; provided that Franchisee shall meet with the City or its designees within the area of each proposed site to obtain site and service level information and feedback.

D. Subject to the terms of this Franchise Agreement, Franchisee shall have the exclusive right to set rates and collect fees for any transfer stations that may be constructed in the City during the term of this Franchise Agreement.

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. The baseline franchise fee and, if applicable, the augmented franchise fee required by this Franchise Agreement and/or the Code, shall be deemed to be the business license fee for Franchisee's solid waste business and all Special Collection Related Services. In addition to its business license for solid waste service which includes Special Collection Related Services, Franchisee shall maintain all other business licenses specific to any of Franchisee's business activities other than those of providing solid waste service and Special Collection Related Services, 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 and Special Collection Related Services business.

B. Franchisee shall pay, on a quarterly basis, the baseline quarterly franchise fee to the City 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), commercial and industrial service, medical-waste service, sewage waste service, and Special Collection Related Services, provided under the authority of this Franchise Agreement and Chapter 9.08 of the Code, container rentals including delivery, removal and exchange fees, packaging, shipping, late fees, and lien fees. 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 Section 8(D) of this Franchise Agreement. All baseline quarterly franchise fees shall be due no later than forty five (45) days after the end of each calendar quarter. Franchisee shall also pay, on a quarterly basis, a baseline quarterly

franchise fee to the City 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 convenience centers that may be constructed or operated in the City and owned by Franchisee. The baseline quarterly franchise fee has been embedded in the solid waste collection rates charged to each customer.

C. In addition to the baseline franchise fee, Franchisee may be required to pay an augmented quarterly franchise fee to the City, at the discretion of the City, at a percentage to be determined by the City Council, pursuant to formal action of the City Council. This fee is based on a percentage of Franchisee's 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), commercial and industrial service, medical-waste service, sewage waste service, and Special Collection Related Services, provided under the authority of this Franchise Agreement and Chapter 9.08 of the Code, container rentals, including delivery, removal and exchange fees, packaging, shipping, late fees and lien fees. 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 Section 8(D) of this Franchise Agreement.

D. Except for the baseline quarterly franchise fee set forth in subsection (B) of this Section 8, Franchisee may, in its sole discretion, pass through to its customers such current, future or past charges as are necessary for Franchisee to recoup any or all of the following that have been imposed upon and paid by Franchisee, including; (1) State business license taxes; (2) Other taxes on a

franchisee's provision of the services authorized by the franchise agreement that may be imposed by the Nevada Legislature, by ballot initiative or by a local political subdivision, excluding income taxes; (3) Augmented City franchise fees described in Subsection (C) of Section 8 and Section 9.08.250 of the Code; or (4) Any environmental surcharges imposed by the City. Such pass through charges shall not be subject to baseline or augmented quarterly franchise fees and will be passed through to each customer as a separate line item on the Franchisee's billing to each customer. If the City Council approves an augmented quarterly franchise fee, the augmented quarterly franchise fee will also be passed through to each customer as a separate line item on the Franchisee's billing to each customer.

E. Each payment of franchise fees, whether the baseline franchise fee or the augmented franchise fee, shall be due no later than forty-five (45) days after the end of each calendar quarter. If either franchise fee is received by the City 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.

F. Checks for Franchisee's franchise fees, whether baseline or augmented, shall be made payable to the City of Las Vegas and mailed or delivered to the City's Finance Department. The place and time of payment may be changed at any time by City upon thirty (30) days' written notice to Franchisee.

G. Acceptance by the City of any payment due under this Franchise Agreement or the Code shall not be deemed a waiver by the City of any breach of Franchisee's obligations under this Franchise Agreement or applicable law, and such acceptance shall not preclude the City 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 City to reflect correctly and accurately the financials from the collection of solid waste and Single Stream Recycling under this Franchise Agreement. Such books and records shall be

produced to the City reasonably promptly upon request for inspection at a time during normal business hours.

B. Franchisee shall file with the City, 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, 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 9.08 of the Code, and any credits or deductions for refunds or bad checks.

C. Franchisee shall file with the City an annual cash receipts audit, prepared by a certified public accountant, within one hundred and eighty (180) 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 City on an annual basis within one hundred and eighty (180) days after the end of each year for the Franchisee, until such time that Franchisee is relieved of its obligation to file such an annual audit with any and all other local political subdivisions located in Clark County, Nevada. Once Franchisee is completely relieved of such obligation, the Franchisee shall complete a full financial audit, at the Franchisee's cost, once every three years, if such an audit is requested by the City. If the City desires to complete a full financial audit during a period of time when the Franchisee is not obligated by the terms of this Franchise Agreement to do so, the Franchisee will cooperate with the City and comply with all requests for information relevant to the audit in a reasonable time so the City can complete such a full financial audit at its cost.

D. At the option and expense of the City, 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, shall be produced for the City 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 City 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 City.

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

F. Effective July 1, 2016, Franchisee agrees to pay to the City the sum of forty thousand dollars (\$40,000) each year as an administrative fee, to cover costs incurred by the City to administer this Franchise Agreement and ensure compliance. Franchisee shall pay the annual administrative fee within thirty (30) days after receiving a written request from City.

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 security in the form of a corporate guaranty, a copy of which is attached hereto as Exhibit "B" and a performance bond, delivered to the City, in the amount of Ten Million Dollars \$10,000,000 to remain in force during the term of this Franchise Agreement, any or all of which may be claimed by the City as payment for fees and damages, and to recover losses resulting to the City from Franchisee's failure to perform.

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

1. Be in a form acceptable to the City Attorney;
2. In addition to all other costs, provide for payment of reasonable attorney's fees incurred by the City;
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 City as payment for damages, costs or expenses the City suffers or incurs by reason of any act or omission of Franchisee in connection with this Franchise Agreement by Franchisee or its enforcement including any prepayment amounts received by Franchisee.

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

1. If Franchisee fails to make timely payment to the City of any amount due under this Agreement or the Code, or fails to compensate the City within thirty (30) days of written notification that such compensation is due for any damages, costs or expenses the City 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 City determines can be remedied by drawing on the security, the City 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 City 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 City, 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 City until it is paid. Any withdrawal by City 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 shall constitute a material breach of this Franchise Agreement.

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

F. Should Franchisee object to City 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 City, which shall:

1. Be issued by an insurance company rated A- or better by Bests' Insurer Ratings reports, in a form reasonably satisfactory to the City Attorney;
2. Provide coverage on an occurrence, and not on a claims-made, basis;
3. Name the City 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) for personal injury or death of any one person and ten million dollars (\$10,000,000) for personal injury or death of two or more persons in any one occurrence and ten million dollars (\$10,000,000) 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 City at least thirty (30) days in advance of the effective date.

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

C. At any time during the Term of this Franchise Agreement or any extensions thereof, the City Manager in his or her sole discretion may require Franchisee to maintain higher minimum liability limits on any insurance policy required by this Franchise Agreement as long as such liability limits 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 to its customers, provided that the requested increase in liability limits is not based upon changes in statutory law, court decisions or circumstances surrounding either.

D. At any time during the term of this Franchise Agreement or any extensions thereof, the City Manager in his or her sole discretion may require Franchisee to maintain such additional insurance coverage or policies as he or she deems necessary and proper to protect the health, safety, and welfare of the citizens of the City as long as such additional insurance coverage or 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 additional insurance coverage or policies to its customers, provided that the requested increase in liability limits is not based upon changes in statutory law, court decisions or circumstances surrounding either.

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 City arising out of the privileges conferred by this Franchise Agreement, and Franchisee shall indemnify, protect, and hold the City, its council 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 sole negligence or omission of the City or its agents, employees, or representatives. Franchisee shall pay all other such Losses for which the City may be liable and hold the City 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 City for such purpose of indemnification, may be retained by the City 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 City. Any monies retained by City must be reasonable. Should Franchisee object to City'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. Section 3(A) of this Franchise Agreement intends for this agreement to be the sole operating document between the parties, and as such, directs the parties to terminate those existing agreements outside of the current franchise ("Miscellaneous Agreements") between the parties within ninety (90) days of the effective date of this Franchise Agreement. One particular Miscellaneous Agreement was that certain Memorandum of Understanding Amending December 31, 1985 Garbage Disposal Agreement dated July 12, 1999 ("1999 MOU"), which set forth an agreement between the Franchisee and the City which provides, among other provisions, for Franchisee's full release and

indemnity of the City in the event of any future liability of the City related to Sunrise Regional Landfill under various environmental statutes and common law and full compliance with the RCRA Order and the CWA Order. The 1999 MOU also set forth additional requirements of Franchisee which the parties now hereby agree to be terminated with this Franchise Agreement since those requirements have either been complied with or are no longer applicable to this Franchise Agreement. The parties agree that Franchisee has complied with the 1999 MOU requirement to pay the City \$5,500,000.00 to be used for the construction of a transfer station, other capital improvements, or other public uses that the City deems appropriate. The 1999 MOU described DUMPCO as the maintenance contractor of the 720-acre area generally known as the Sunrise Regional Landfill which is generally situated within portions of Sections 1 and 12, Township 21 South, Range 62 East, Mount Diablo Meridian ("Sunrise Landfill"). The 1999 MOU required Franchisee to fully comply with RCRA Order Docket No. 7003-09-99-0005, dated May 6, 1999 ("RCRA Order") and CWA Order Docket No. CWA-309-9-99-14, dated April 26, 1999 ("CWA Order," together with the RCRA Order, the "EPA Orders"), and to pay for all costs associated with the breach and the above-referenced U.S. Environmental Protection Agency orders. The parties fully intend for Section 13(D) of this Franchise Agreement to restate and replace only the continuing obligations of Franchisee to the City pursuant to the 1999 MOU, since the 1999 MOU will be terminated after this Franchise Agreement is effective.

D. Continuing Obligations of Franchisee relating to the 1999 MOU:

1. The Franchisee shall take all necessary actions to fully comply with all terms and conditions of the EPA Orders (the "Project") and shall be solely responsible for all associated costs.
2. In the event, however, the City is found to also be liable for any or all of those matters contained in the EPA Orders, and Franchisee fails to perform the Project in a manner consistent with the EPA Orders, the City is entitled to perform the compliance action on behalf of Franchisee, and shall be reimbursed for the cost of the action by Franchisee, including the costs of consultants, engineers, counsel and administrative

staff time in connection with the action. Notwithstanding the general default and cure provisions in Section 18 of this Franchise Agreement, the following notice and cure provision shall apply specifically to any non-compliance contemplated by this Section 13(D), and prior to initiating any compliance action as relating to this Section 13(D) on behalf of Franchisee, City shall notify Franchisee in writing of the non-compliance, stating with particularity the exact nature of any alleged failure to meet EPA standards and guidelines. City shall then allow Franchisee thirty (30) days from receipt of the notice to correct the noncompliance or obtain EPA approval for Franchisee's action that is alleged to be non-compliant.

3. In the event the City is found in the future to also be liable for any or all of those matters contained in the EPA Orders, the parties agree to cooperate as necessary to respond to the EPA Orders. City agrees to provide Franchisee with any informational resources within the City at its various districts and departments that might be helpful to the cooperative effort. The parties shall provide each other with a copy of all correspondence, reports or other documentation submitted to EPA or the Nevada Division of Environmental Protection.

4. Notwithstanding this Section 13(A), which acts to limit Franchisee's indemnification obligations to the performance of, or activities undertaken pursuant to this Franchise Agreement, the following provisions relate to and control any and all actions, claims or demands relating to the Sunrise Landfill issues and the EPA Orders from the 1999 MOU:

a. Franchisee, as well as its successors, parents, subsidiaries and affiliates agree to defend, fully indemnify and hold harmless the City, its City Council members, departments, employees, agents, consultants and attorneys from and against all claims and demands or causes of action related to the Sunrise Landfill including without limitation, claims and demands brought pursuant to the

Resource Conservation and Recovery Act (hereinafter "RCRA"), the laws, rules and regulations of the State of Nevada Department of Conservation and Natural Resources, Division of Environmental Protection (hereinafter "NDEP") and the laws, rules and regulations of the Southern Nevada Health District (hereinafter "SNHD"), arising from or related to any failure of Franchisee to comply with the EPA Orders.

b. Franchisee agrees to indemnify, defend, protect and hold harmless, to the extent allowed by Nevada law, City and the City Council members, officers, agents, departments, employees, contractors and subcontractors upon and against any claims for damage, suits and other claims arising out of or related to the Project, which damages, suits, or claims are either (1) for personal injury, including death, or (2) for property damage, and where it is established that the injury or damage was the result of negligence, active or passive, or omission, active or passive, or intentional conduct of Franchisee.

c. Franchisee shall have the right, when acting under this provision, to select counsel and to direct the course of the proceeding including the settlement thereof provided that: (1) Franchisee does not dispute the indemnity, defense or hold harmless obligation; (2) the counsel selected has experience in this type of proceeding; and (3) City shall be kept apprised of the progress of the proceeding.

d. The parties further agree that the hold harmless and indemnification provisions of Paragraph 19 of the 1985 Garbage Disposal Agreement, as set forth below, are controlling for the purposes of this Section 13(D) in the event the provisions below conflict with any provision of this Section 13(D):

"Contractor shall protect, indemnify, and hold the City, its officers, employees, agents and servants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's

fees, court costs and other expenses of any kind or character which the City, its officers, employees, agents or servants may suffer, or which may be sought against, recovered from or obtainable against the City of Las Vegas, its officers, employees, agents or servants (i) as a result of, or by reason of, or arising out of, or on account of or in consequence of the operations of Contractor, its officers, employees, servants or agents, or anyone directly or indirectly employed by Contractor, its officers, employees, contractors, servants or agents, in the fulfillment or performance of the terms of this Agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by the City; or (ii) as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in performing this Agreement; or (iii) because of any claim or amount recovered under any statute, law, ordinance, order or decree. Any money due Contractor under and by virtue of this Agreement which is considered necessary by the City for such purpose, may be retained by the City for its protection; or in case no money is due, Contractor's surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the City.

In this connection, it is expressly agreed that Contractor shall, at its own expense, defend the City, its officers, employees, agents and servants against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or omission against which

Contractor has indemnified the City. If Contractor shall fail to do so, the City may undertake to do the same and to charge all direct and incidental costs of such defense to Contractor, including attorney's fees, court costs and other expenses."

E. The parties mutually understand, and agree, and warrant: (i) that Franchisee denies the legal liability and damages alleged in the RCRA Order and CWA Order and that execution of the 1999 MOU and Section 13 (C) and (D) of this Franchise Agreement are not to be construed as an admission of liability on the part of any party to this Franchise Agreement or 1999 MOU; (ii) that no promise or inducement has been offered except as herein set forth; (iii) that Section 13(D) of this Franchise Agreement and 1999 MOU is made in good faith and in conformance with all applicable law; and (iv) the parties are legally competent to execute this Franchise Agreement and to accept full responsibility of Section 13(D) of this Franchise Agreement.

SECTION 14: NOISE

Franchisee shall make collections as quietly as possible, giving due consideration to residential areas in its route scheduling, as well as weather considerations, allowing for early start times from June 1 through September 30 due to excessive daytime heat. Furthermore, Franchisee agrees that no solid waste collection service will begin before 4:30 a.m. for commercial accounts and 6:00 a.m. for single family residences, duplexes, multiple dwellings or mobile home parks. For commercial properties abutting single-family residential homes, Franchisee will make its best efforts to route solid waste collection service for these commercial projects after 6:00 a.m. If the City receives complaints and requests Franchisee to make a route change for commercial properties abutting single-family homes to be 6:00 a.m. or later, Franchisee shall comply.

SECTION 15: RIGHT TO CURE MISSED COLLECTIONS

If Franchisee fails or neglects to make any solid waste collection as required by this Franchise Agreement and the Code within the required time, the City shall, after two (2) 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 City 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 9.08 of the Code, and such rates and charges shall be adjusted upwards 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 only be adjusted upwards on an annual basis in conjunction with the CPI-U as set forth in this Franchise Agreement and the Code. Franchisee shall submit new proposed rate sheets to the City, based on applicable CPI-U increases and any other adjustments authorized by the Code, no later than April 1 of each year. The City will verify the accuracy of Franchisee's proposed new rates and will notify Franchisee of the City's approval of the proposed rates or of any discrepancies between Franchisee's proposed rates and the City's calculations. By May 1 of each year, the City and Franchisee shall take all actions necessary to reconcile any such discrepancies and to agree on Franchisee's new rate schedules, to be effective as of July 1. Once the rates are approved by City, the rates as adjusted upwards for CPI-U are not required to be updated in Chapter 9.08 of the Code and the City may post adjusted rates on its website.

B. Effective July 1, 2017, the charges established by the Code and fees set forth in this Franchise Agreement shall be increased annually based on the CPI-U All Urban Consumers, Bureau of Labor Statistics Series ID: CUUR0000SA0. The increase in charges shall be made effective on July 1 of each year during the term of this Franchise Agreement. The increase shall be based upon the five (5) year average change in the CPI-U or the prior year's CPI-U, whichever is greater. By way of example for the five (5) year average calculation: Use CPI-U data from the 2010 to 2015 period. Take the CPI-U Annual Index for 2015 of 237.017 and subtract the CPI-U Annual Index from 2010 of 218.056 resulting in a CPI-U Index change of 18.961. The CPI-U Index change of 18.961 is then divided by the CPI-U Annual Index for 2010 of 218.056. This results in the percentage change in the CPI-U Index of

8.695% over the five (5) year period. This percentage change of 8.695% is then divided by five (5) to arrive at the average annual increase in the CPI-U Annual Index of 1.74%. The same calculation is also used for the prior year analysis. By way of example, use the prior year of 2014 to 2015. Take the prior year CPI-U Annual Index for 2015 of 237.017 and then subtract the CPI-U Annual Index from the year before (2014) of 236.736 which results in an index change of 0.281. The index change of 0.281 is then divided by the CPI-U Annual index for the previous year (2014) of 236.736 which results in a percentage change of 0.12%. The results of the two calculations are compared and the higher of the two percentage increases applies to the rate adjustment. In this example, the rate would be increased by 1.74%.

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

D. Franchisee may request a change in any solid waste collection charges set forth in Chapter 9.08 of the Code. If the City denies a request by Franchisee for an increase in solid waste collection charges made pursuant to this Section 16, Franchisee shall have the right to terminate this Franchise Agreement by giving the City at least twelve (12) months written notice of such termination.

SECTION 17: RECORDS AND REPORTS FOR RECYCLING

Franchisee shall provide data and reports necessary to fulfill the requirements of the City and the Southern Nevada Health District for assessing and reporting of recycling collection program results, in conformance with all applicable laws, rules and regulations. City 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. Franchisee expects the new single stream recycling program to improve recycling effectiveness in the City. Franchisee will strive to achieve a twenty-five percent (25%) recycling goal by June 30, 2019, and increase that goal by one percent (1%) per year for the next five (5) years, to reach a 26% recycling goal by June 30, 2020, 27% by June 30, 2021, 28% by June 30, 2022, 29% by June 30, 2023, and 30% by June 30, 2024. [Calculation of recycling goal: Total annual recycling tons collected divided by total annual trash and recycling tons collected equals recycling rate.] If the recycling goal is not achieved by these dates, Franchisee and City will meet and agree upon additional education measures to encourage City residents to recycle more. Both parties agree that if Franchisee has implemented single stream recycling in accordance with this Agreement and the recycling goal is not achieved, Franchisee is not in violation of this Agreement.

SECTION 18: DEFAULT; CURE; TERMINATION FOR CAUSE

A. If the City determines that Franchisee is in default under any of the provisions of this Franchise Agreement or the Code, other than a breach which results from an Act of God, labor dispute, action of public enemy, act of war, terrorist attack or force majeure, the City 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 City with written notice of such measures, the City may:

1. Terminate this Franchise Agreement upon thirty (30) days written notice to Franchisee; and
2. Withdraw the security provided by Franchisee in accordance with Section 10 above.

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 City 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 City

Council shall be the sole arbiter of whether the measures taken are “commercially reasonable.” If the City Council intends to do so, the City 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 City Council 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 City Council 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 City Council, 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 City 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 or Dumpco becomes insolvent or bankrupt, the City, or its designated agent, may, at its option, enter into a lease for any and all of Franchisee’s or Dumpco’s assets, facilities or equipment that are necessary to provide solid waste services to customers within the City by giving Franchisee written notice of its election to lease such assets, facilities and equipment.

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

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

D. During the term of any lease created pursuant to this Section, the City 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 City 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 and/or Dumpco will deliver an invoice to the City itemizing such costs, and the City will make payment to Franchisee and/or Dumpco, as applicable, no later than ten (10) days following receipt of the invoice. If the City fails to make any monthly payment within five (5) days after the due date, Franchisee and or Dumpco, as applicable, will have the right to charge the City a late fee in the amount of five percent (5%) of the unpaid balance of the lease.

F. The City'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 and/or Dumpco, as applicable, may repossess all assets, facilities or equipment. Upon the occurrence of such a default, Franchisee and/or Dumpco may take any legal action deemed necessary to collect the full amount of any remaining payments due under the lease.

G. The City 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 City 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 City 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 City 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 Code provisions 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 City 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 City:	City Manager City of Las Vegas 495 S. Main Street 7 th Floor Las Vegas, Nevada 89101
With a copy to:	Planning Director City of Las Vegas 333 North Rancho Drive 3rd Floor Las Vegas, Nevada 89106
Notice to Franchisee:	Area 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 City 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 City official or employee charged with the enforcement of this Franchise Agreement, acting for the City 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 City 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 City 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 City with respect to third parties shall remain as imposed by Nevada law.

SECTION 30: PUBLIC RECORDS

Franchisee acknowledges that information submitted to the City 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 City 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 City. City will make its best efforts to provide Franchisee with advance notice before any Franchisee-provided information marked as "confidential" is released. The City 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 City'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 City 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, labor strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of Franchisee, and if Franchisee shall have used its best efforts to mitigate its effects, and if Franchisee shall give prompt written notice to City, Franchisee's performance under this Franchise Agreement shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

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.

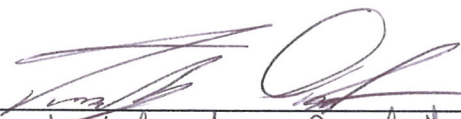
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EXECUTED, this FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE, to be effective on the date specified above.

CITY OF LAS VEGAS, NEVADA


REPUBLIC SILVER STATE DISPOSAL, INC.
a Nevada corporation


By: 
CAROLYN GOODMAN, Mayor

By: 
Its: Market Vice President

ATTEST:

REPUBLIC DUMPCO, INC., a Nevada corporation


City Clerk

By: 
Its: Market Vice President

APPROVED AS TO FORM:

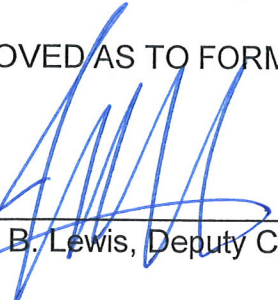

James B. Lewis, Deputy City Attorney

Exhibit "A"

Base Rates for solid waste service fees as of Effective Date.

City of Las Vegas Rates 2016-2017

Billing Schedules - All Collection Charges

Table A is billed quarterly in advance.

Table B is billed monthly in advance.

Table C is billed monthly in arrears.

On-call services may be billed at the time of service, as permitted by city code.

Section 9.08.140 Table A

Single Family and Multiple Dwelling Rates with Individual Service

Category	Collection Level	Monthly Fee
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Twice per week for solid waste, every other week for recycling	\$14.34
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Weekly Automated Solid Waste and Recycling, Every other week Bulky	\$14.34
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Optional Second Trash Collection Service Per Week	\$13.15

Category & Service Level	Monthly Fee	Monthly Fee
Multiple Dwellings w/o Individual Service- Irrespective of Occupancy	1st Stop	Each Additional Stop
Twice per week for	\$10.68	\$7.48
Three times per week	\$16.05	\$11.21
Four times per week	\$19.57	\$13.68
Five times per week	\$23.14	\$16.18
Six times per week	\$26.71	\$18.68
Seven times per week	\$30.26	\$21.18

Section 9.08.150 Table A

Motels and Mobile Home Parks w/o Individual Service Rates - Irrespective of Occupancy

Category & Service Level	Monthly - Each Office	Monthly Fee- Per Cooking Unit	Monthly Fee- Per Non Cooking Unit
Motels & Mobile Home Parks			
Twice per week	\$10.68	\$6.43	\$5.14
Three times per week	\$16.05	\$9.61	\$7.71
Four times per week	\$19.57	\$11.73	\$9.43
Five times per week	\$23.14	\$13.89	\$11.15
Six times per week	\$26.71	\$16.05	\$12.85
Seven times per week	\$30.26	\$18.16	\$14.57

Section 9.08.210 (D)

Residential Late Payment Penalty	\$3.64
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Section 9.08.235 (B)

Lien Fees	Administrative Fee	County Recorder Fee	Total Fee
Claim of Lien Fee	\$65.22	\$17.00	\$82.22
Release of Lien Fee	\$65.22	\$17.00	\$82.22

City of Las Vegas Rates 2016-2017

Section 9.08.160 Table A - Table A
Collection Charges - Places of Business and Public Buildings (Monthly Rates)

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	\$9.61	\$19.23	\$28.84	\$44.37	\$60.85	\$79.98	\$95.88
Each Additional	\$9.61	\$19.23	\$28.84	\$44.37	\$60.85	\$31.93	\$38.41
1 Cubic Yard Container	\$47.94	\$95.88	\$143.84	\$159.69	\$180.29	\$207.68	\$249.51
Each Additional	\$47.94	\$95.88	\$143.84	\$159.69	\$180.29	\$159.66	\$192.08
2 Cubic Yard Container	\$96.08	\$192.08	\$288.16	\$304.24	\$329.78	\$367.36	\$441.62
Each Additional	\$96.08	\$192.08	\$288.16	\$304.24	\$329.78	\$319.31	\$384.16
3 Cubic Yard Container	\$144.06	\$288.14	\$432.21	\$448.57	\$479.15	\$526.99	\$633.71
Each Additional	\$144.06	\$288.14	\$432.21	\$448.57	\$479.15	\$478.96	\$576.25
4 Cubic Yard Container	\$192.08	\$384.16	\$576.26	\$592.95	\$628.55	\$686.65	\$825.76
Each Additional	\$192.08	\$384.16	\$576.26	\$592.95	\$628.55	\$638.60	\$768.37
6 Cubic Yard Container	\$288.14	\$576.25	\$864.37	\$881.68	\$927.34	\$1,005.96	\$1,209.94
Each Additional	\$288.14	\$576.25	\$864.37	\$881.68	\$927.34	\$955.64	\$1,149.46
8 Cubic Yard Container	\$384.16	\$768.36	\$1,152.50	\$1,170.40	\$1,226.11	\$1,325.27	\$1,594.09
Each Additional	\$384.16	\$768.36	\$1,152.50	\$1,170.40	\$1,226.11	\$1,285.51	\$1,546.27

Section 9.08.170 Table A
Residential and Commercial Container Rental Fees

Container Size	Monthly Charge
1 Cubic Yard	\$ 18.46
2 Cubic Yard	\$ 22.16
3 Cubic Yard	\$ 25.87
4 Cubic Yard	\$ 28.84
6 Cubic Yard	\$ 36.93
8 Cubic Yard	\$ 40.62
Up to 96 Gallon Mobile Container	\$ 4.45

Section 9.08.160 Table D
Commercial Container-Related Charges

Service	Charge
Commercial Container Delivery	\$ 65.10
Commercial Container Removal	\$ 65.10
Commercial Container Exchange	\$ 100.15

Section 9.08.180 Table B
Special One-Time On-Call Collection Charges

Container Size	Monthly Charge
1 Cubic Yard	\$ 36.10
2 Cubic Yard	\$ 48.13
3 Cubic Yard	\$ 60.15
4 Cubic Yard	\$ 72.16
6 Cubic Yard	\$ 84.20
8 Cubic Yard	\$ 96.24
Assorted Trash Pickup	\$ 163.71

Commercial Recycling Rate for Apartments and Commercial customers negotiated with each individual customer.

Section 9.08.185 Table A
Overflow Charge - M.D.U.'s/M.H.P.'s w/o Individual Service and Commercial Customers
Per Incident of overflowing solid waste at a non-residential customer premises: \$ 36.40

City of Las Vegas Rates 2016-2017

Section 9.08.160 Table B
Contracted Solid Waste Compactor Charges (Monthly Rates)

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
10-Yard	\$2,131.15	\$2,849.01	\$3,903.35	\$4,239.61	\$4,575.88	\$4,912.15	\$7,179.56
17-Yard	\$2,636.72	\$3,480.69	\$4,905.92	\$5,390.23	\$5,874.51	\$6,358.83	\$8,466.27
26-Yard	\$2,955.05	\$4,117.34	\$5,860.86	\$6,345.17	\$6,829.46	\$7,313.77	\$9,580.49
36-Yard	\$3,486.96	\$4,649.34	\$6,392.68	\$6,944.99	\$7,497.28	\$8,049.68	\$10,316.45
Container Size	8 pickups per week	9 pickups per week	10 pickups per week	11 pickups per week	12 pickups per week	13 pickups per week	14 pickups per week
10-Yard	\$9,310.72	\$10,028.59	\$11,082.94	\$11,419.19	\$11,755.43	\$12,091.71	\$14,359.14
17-Yard	\$11,102.94	\$11,947.67	\$13,372.17	\$13,856.47	\$14,340.78	\$14,825.10	\$16,932.51
26-Yard	\$12,535.51	\$13,697.87	\$15,441.38	\$15,925.68	\$16,410.00	\$16,894.27	\$19,161.01
36-Yard	\$13,803.42	\$14,965.82	\$16,709.15	\$17,261.44	\$17,813.76	\$18,366.15	\$20,632.89

On-Call Rates Per Pick-up (with regular service):	<u>Regular</u>	<u>Sun/Holiday</u>
Special Pick-up 0-49 Yards:	\$ 523.08	\$ 784.61
Special Pick-up 50 Yards:	\$ 1,005.87	\$ 1,508.82
Special Pick-up 75 Yards:	\$ 1,640.70	\$ 2,461.05
On-Call Rates Per Pick-up (without regular service):		
Special Pick-up 0-49 Yards:	\$ 816.51	\$ 1,224.77

Section 9.08.160 Table C - Table C
Solid Waste Manual Type Drop Box Charges

On Call Monthly Rates* (With or Without regular service)	Regular	Sunday/ Holiday
	\$10.07	\$15.11
10 Cubic Yards	\$100.70	\$151.10
20 Cubic Yards	\$201.40	\$302.20
28 Cubic Yards	\$281.96	\$423.08
35 Cubic Yards	\$352.45	\$528.85
50 Cubic Yards	\$503.50	\$755.50

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 rate is: \$ 22.50

City of Las Vegas Rates 2016-2017

Section 9.08.160 Table C - Table C Solid Waste Manual Type Drop Box Charges (Scheduled)

Monthly Charges

All other charges shall be calculated as follows:

(Base Charge x number of yards of capacity x number of collections per week x 52 weeks per year, divided by 12 months per year) + Daily Rent Charges = total monthly charge, where:

"Base Charge" for Monday - Saturday collections = \$10.07 per cubic yard.

"Base charge" for Sunday collections = \$15.11 per cubic yard.

"Daily Rent Charges" = \$22.50 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

Roll-Off Schedule For 10 Cubic Yards

On-call rate per pickup is:	\$	100.70
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours.	\$	22.50
	<u>Monthly</u>	<u>Sunday/Holiday Pull</u>
1 Pickup per Week	\$ 728.87	\$ 151.10
2 Pickups per Week	\$ 872.73	
3 Pickups per Week	\$ 1,309.10	
4 Pickups per Week	\$ 1,745.47	
5 Pickups per Week	\$ 2,181.83	
6 Pickups per Week	\$ 2,618.20	
7 Pickups per Week	\$ 3,272.97	

Roll-Off Schedule For 20 Cubic Yards

On-call rate per pickup is:	\$	201.40
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours.	\$	22.50
	<u>Monthly</u>	<u>Sunday/Holiday Pull</u>
1 Pickup per Week	\$ 1,165.23	\$ 302.20
2 Pickups per Week	\$ 1,745.47	
3 Pickups per Week	\$ 2,618.20	
4 Pickups per Week	\$ 3,490.93	
5 Pickups per Week	\$ 4,363.67	
6 Pickups per Week	\$ 5,236.40	
7 Pickups per Week	\$ 6,545.93	

Roll-Off Schedule For 28 Cubic Yards

On-call rate per pickup is:	\$	281.96
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours.	\$	22.50
	<u>Monthly</u>	<u>Sunday/Holiday Pull</u>
1 Pickup per Week	\$ 1,514.33	\$ 423.08
2 Pickups per Week	\$ 2,443.65	
3 Pickups per Week	\$ 3,665.48	
4 Pickups per Week	\$ 4,887.31	
5 Pickups per Week	\$ 6,109.13	
6 Pickups per Week	\$ 7,330.96	
7 Pickups per Week	\$ 9,164.31	

Roll-Off Schedule For 35 Cubic Yards

On-call rate per pickup is:	\$	352.45
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours.	\$	22.50
	<u>Monthly</u>	<u>Sunday/Holiday Pull</u>
1 Pickup per Week	\$ 1,819.78	\$ 528.85
2 Pickups per Week	\$ 3,054.57	
3 Pickups per Week	\$ 4,581.85	
4 Pickups per Week	\$ 6,109.13	
5 Pickups per Week	\$ 7,636.42	
6 Pickups per Week	\$ 9,163.70	
7 Pickups per Week	\$ 11,455.38	

Roll-Off Schedule For 50 Cubic Yards

On-call rate per pickup is:	\$	503.50
AND:		
On-call demurrage rate per 24 hours or any part thereof after the first 72 hours.	\$	22.50
	<u>Monthly</u>	<u>Sunday/Holiday Pull</u>
1 Pickup per Week	\$ 2,474.33	\$ 755.50
2 Pickups per Week	\$ 4,363.67	
3 Pickups per Week	\$ 6,545.50	
4 Pickups per Week	\$ 8,727.33	
5 Pickups per Week	\$ 10,909.17	
6 Pickups per Week	\$ 13,091.00	
7 Pickups per Week	\$ 16,364.83	

Laughlin on call roll-off fees are the same as above except the demurrage is charged after 7 days.

City of Las Vegas Rates 2016-2017

Section 9.08.190 Table B 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 Gal	\$5.79	\$5.79	\$33.08 (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.)	\$74.45 If total bio-hazard containers delivered and picked up is less than the above amount, then the above amount will be invoiced. If the total number is more than the above amount, then the price per item will be invoiced.
	Large 27-32 Gal	\$8.27	\$8.27		
	X-Large 48-50 Gal	\$12.41	\$12.41		
	200 Gallon Cart with Wheels	\$49.66	\$49.66	Per Month	Per Month

Basic service provided Monday thru Friday and Republic Services needs to be advised before 2 p.m. the day before pickup, of any CANCELLATION, OFFICE CLOSURE, OR NO BIOWASTE PICK UP needed prior to service day or minimum service charge will be invoiced.

Additional Waste Disposal Services

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 disposal price.

Type	Size Code	Container	Chemotherapy Waste Disposal Charge
Chemo Waste Disposal	Large	33 Gallon	\$40.85
	Extra Large	55 Gallon	\$72.46
Pharmaceutical (non-controlled substance) Disposal	Extra small	5 Gallon	\$52.70
	Small	10 Gallon	\$95.52
	Medium	20 Gallon	\$191.02
	Large	30 Gallon	\$286.55
	Extra Large	55 Gallon	\$477.57
Item			Special Collection & Services Charge
Special pick ups/Services (See Below)			\$79.05 Per Hour
Preparation of waste to make suitable for transportation			\$32.95 Per Container
Collection delay of: \$1.33 Per minute after 10 minutes			\$13.19 Minimum
Over weight charge (Over 50 lbs)			\$52.70 Per Container

*****SPECIAL PICKUPS/SERVICES - After 5:00pm, same day requests, holidays, weekends, outside Las Vegas, or greater than 20 Polys per pickup, or account balancing/reconciliation/usage reports/certificates.

Purchase Or Rental Items

Item	Size	Volume	Dimensions	Price
Sharp Containers	Small	1 Quart	4"x4"x6"	\$6.59 Plus Tax
	Medium	5 Quart	4"x10"x9"	\$10.55 Plus Tax
	Large	8 Quart	6"x9"x10"	\$13.19 Plus Tax
	Extra Large	32 Quart	9"x13"x17"	\$26.35 Plus Tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24"x32"	\$92.22 Plus Tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43"x48"	\$15.80 Plus Tax
Locker or Rubbermaid Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$79.05 Per Month
	Large	30 Cubic yards	20' x 8' x 8'	\$184.45 Per Month
Roll-Off Box Rental		40 Cubic yard		\$434.77 Per Month
Trailer Rental		30 feet long or Less		\$630.51 Per Month
		31-48 feet long		\$840.68 Per Month
		49-53 feet long		\$945.77 Per Month

****Note: Special pickup charge of \$79.05 per hour does not apply to customers with trailer service, unless after hours, weekend or holiday pickups are requested.

Section 9.08.200 Sewage Waste Disposal Charges

Sewage Waste Disposal Service	Fee
Per wet ton using franchisee equipment to accumulate, collect and transport waste	\$ 21.45
Per wet ton using city equipment to store waste prior to franchisee transporting	\$ 20.31

Exhibit "B"

Corporate Guaranty

GUARANTY

THIS GUARANTY is made and entered into as of October 12, 2016, by Republic Services, Inc., a Delaware corporation ("Guarantor"), in favor of the City of Las Vegas, a municipal corporation of the State of Nevada (the "Guaranteed Party").

Recitals

A. Republic Silver State Disposal, Inc., a Nevada corporation d/b/a Republic Services of Southern Nevada and Republic Dumpco, Inc., a Nevada corporation (each a "Subsidiary"), and the Guaranteed Party are parties to that certain Franchise Agreement for Collection, Transportation and Disposal of Solid Waste Agreement, dated as of April 5, 2017 (the "Agreement").

B. As an inducement to the Guaranteed Party to enter into the Agreement, Guarantor has agreed to guarantee the performance of Subsidiary's obligations under the Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. Guaranty. Guarantor irrevocably and unconditionally guarantees to the Guaranteed Party the due and punctual performance of each obligation of Subsidiary contained in the Agreement in accordance with its terms and conditions. Guarantor agrees that if Subsidiary shall fail to perform any of its obligations under the Agreement when due in accordance with the terms of the Agreement, it shall, upon demand made by the Guaranteed Party, immediately perform the obligation, to the extent that such performance is required to be made or performed by Subsidiary. Notwithstanding anything to the contrary contained in this Guaranty, this Guaranty pertains only to those obligations owed by Subsidiary under the Agreement, and shall in no way alter or expand any obligation owing under the Agreement or diminish any defense available to Subsidiary under the Agreement. This Guaranty in no way alters the respective obligations, rights, defenses, setoffs, counterclaims, or privileges of the parties to the Agreement, all of which shall be equally available to Guarantor as to Subsidiary in the event the Guaranteed Party makes a claim under this Guaranty. The Guaranteed Party, however, may commence any action or proceeding based upon this Guaranty directly against Guarantor without making Subsidiary a party defendant in such action or proceeding and it shall not be necessary for the Guaranteed Party to bring any action or proceeding first against Subsidiary to recover from the Guarantor.

Guarantor agrees that the obligations of Guarantor pursuant to this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by any of the following (whether or not Guarantor shall have any knowledge thereof):

(a) any termination, amendment, modification or other change in the Agreement;

(b) any failure, omission or delay on the part of Subsidiary, Guarantor, any or any other guarantor of Subsidiary's obligations to conform or comply with any term of the Agreement;

(c) any waiver, compromise, release, settlement or extension of time of performance or observance of any of the obligations or agreements contained in the Agreement;

(d) any dissolution of Guarantor or any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings with respect to Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(e) any merger or consolidation of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations into or with any person, or any sale, lease or transfer of any of the assets of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations to any other person; or

(f) any change in the ownership of the capital stock of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations or any change in the relationship between Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, or any termination of any such relationship.

2. Representations and Warranties. Guarantor represents and warrants to the Guaranteed Party that this Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3. Miscellaneous

(a) Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Nevada without reference to the choice of law principles thereof. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state or federal courts of the State of Nevada.

(b) No Third Party Benefits. Nothing in this Guaranty is intended, and it shall not be construed, to confer any rights or benefits upon any person other than the Guaranteed Party and no other third party shall have any rights or remedies hereunder.

(c) Notices. All notices and other communications to Guarantor under this Guaranty shall be sufficiently given for all purposes hereunder if in writing and: (i) delivered personally; or (ii) sent by documented overnight delivery service, in each case, to the following:

Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054
Attn: General Counsel

or to such other address and/or to the attention of such other person as Guarantor may designate by written notice to the Guaranteed Party.

(d) Binding Effect; Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto may assign its rights or delegate its obligations under this Guaranty without the express written consent of the other party hereto.

(e) Headings. The headings contained in this Guaranty are inserted for convenience only and will not affect the meaning or interpretation of this Guaranty.

(f) Amendment; No Waiver. This Guaranty may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party hereto may, only by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Guaranty. The waiver by any party hereto of a breach of any term or provision of this Guaranty shall not be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

Republic Services, Inc.

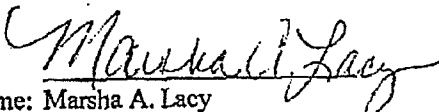
By: 
Name: Marsha A. Lacy
Its: Vice President Treasurer

Exhibit "C"

**Certificate of Disclosure for Republic Silver State Disposal, Inc.
and Republic Dumpco, Inc.**

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity
Name:	Republic Silver State Disposal, Inc.
Address:	770 E. Sahara Ave. Las Vegas, NV 89104
Telephone:	(702) 599-5951
EIN or DUNS:	65-0768402

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

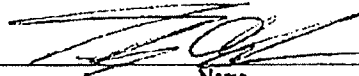
Block 3	Type of Business
Individual	Partnership
Limited Liability Company	X Corporation

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity. As well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mark R. Clatt/Director/President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
2.	Brian M. DelGhiaccio/Director/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
3.	Brian A. Goebel/Director	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
4.	Brian A. Bales/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
5.	Tim M. Benter/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
6.	Nathan Cabbil/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
7.	Michael A. Caprio/Vice President	3260 Blume Drive, Ste. 200 Richmond, California	(510) 262-7100
8.	W.T. Eggleston, Jr./Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
9.	Myndi M. Kort/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
10.	Marsha A. Lacy/Treasurer	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals-Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

Block 5	Disclosure of Ownership and Principals—Alternate
<p>If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.</p>	
Name of Attached Document: _____	
Date of Attached Document: _____	
Number of Pages: _____	

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



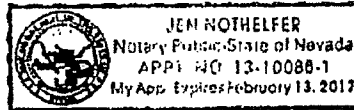
 Name

 11-3-16

 Date

State of Nevada
 County of Clark

Subscribed and sworn to before me this 3rd day
 of November, 2016.





 Notary Public

-- DISCLOSURE OF PRINCIPALS CONTINUATION --

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	James H. Olsen/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
12.	Timothy E. Stuart/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
13.	Andrew J. Sweet/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
14.	Jon Vander Ark/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
15.	Lawrence Focazio/Vice President, Tax	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
16.	Eileen B. Schuler/Secretary	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
17.	Republic Services, Inc.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity
Name:	Republic Dumpeo, Inc.
Address:	770 E. Sahara Ave. Las Vegas, NV 89104
Telephone:	(702) 599-5951
EIN or DUNS:	65-0772299

Block 2	Description
Subject Matter of Contract/Agreement:	
RFP #:	

Block 3	Type of Business
Individual	Partnership
Limited Liability Company	X Corporation

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, As well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mark R. Clatt/Director/President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
2.	Brian M. DelGhiaccio/Director/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
3.	Brian A. Goebel/Director	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
4.	Brian A. Bales/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
5.	Tim M. Benter/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
6.	Nathan Cabbil/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
7.	Michael A. Caprio/Vice President	3260 Blume Drive, Ste. 200 Richmond, California	(510) 262-7100
8.	W.T. Eggleston, Jr./Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
9.	Myndi M. Kort/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
10.	Marsha A. Lacy/Treasuer	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals-Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1 .

Block 5 Disclosure of Ownership and Principals—Alternate

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

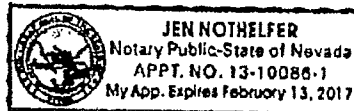
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

State of Nevada
County of Clark

Name

11-3-16
Date

Subscribed and sworn to before me this 3rd day
of November, 20 16



Jen Nothelfer
Notary Public

- DISCLOSURE OF PRINCIPALS CONTINUATION -

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	James H. Olsen/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
12.	Timothy E. Stuart/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
13.	Andrew J. Sweet/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
14.	Jon Vander Ark/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
15.	Lawrence Focazio/Vice President, Tax	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
16.	Eileen B. Schuler/Secretary	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
17.	Republic Services, Inc.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

Exhibit "C"

Certificate of Disclosure for Republic Silver State Disposal, Inc.
and Republic Dumpco, Inc.

CERTIFICATE OF SECRETARY
RELATING TO THE CITY OF LAS VEGAS
FRANCHISE AGREEMENT RENEWAL
AND RELATED DISCLOSURE OF OWNERSHIP/PRINCIPALS
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 February 24, 2016, 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 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 the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President 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 **TIMOTHY OUDMAN** 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 3rd day of November, 2016.



Eileen B. Schuler, Secretary

CERTIFICATE OF SECRETARY

**RELATING TO THE CITY OF LAS VEGAS
FRANCHISE AGREEMENT RENEWAL
AND RELATED DISCLOSURE OF OWNERSHIP/PRINCIPALS
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 February 24, 2016, 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 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 the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President 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 **TIMOTHY OUDMAN** 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 3rd day of November, 2016.


Eileen B. Schuler, Secretary