

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

These amendments to the Franchise Agreement are made and entered into this 19<sup>th</sup> day of November, 2013, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "County," and REPUBLIC SILVER STATE DISPOSAL, INC., a Nevada corporation duly authorized to do business under the laws of the State of Nevada, hereinafter referred to as "Contractor", a wholly-owned subsidiary of Republic Services, Inc.

**WITNESSETH:**

**WHEREAS**, on February 5, 2013, The Clark County Board of County Commissioners (Board) approved an ordinance providing for the implementation of a single-stream recycling program throughout the County and delayed the consideration of this Third Amendment until such time as certain information be presented to the Board regarding the single-stream recycling program; and

**WHEREAS**, the information requested by the Board at its February 5, 2013, meeting regarding the single-stream recycling program has been completed and will be presented in conjunction with this agenda item; and

**WHEREAS**, the parties wish to further amend the Franchise Agreement to provide for single-stream recycling collection to curbside residential customers within unincorporated Clark County.

**NOW, THEREFORE**, the parties agree to amend the following sections of the Franchise Agreement as follows:

- I. Subsection 7a (formerly Subsection 6a of the 1996 Franchise Agreement) is hereby amended by replacing the Subsection in its entirety with the following Subsection 7a, to read as follows:

7a. CONTRACTOR shall make collections of recyclable materials from residences no less frequently than biweekly on regularly scheduled solid waste collection days as designated by CONTRACTOR. Curbside recycling collection days shall be no more than two weeks apart. Recyclable materials collected shall include but not be limited to tin and aluminum cans, newspapers and magazines, glass and plastic bottles and cardboard (if not receiving single-stream recycling collection service, cardboard must be broken down and stacked). Additional recyclable materials may be accepted at future dates. Recyclable materials collected under curbside recycling program provisions of this contract shall not be deposited in any landfill or other disposal site without specific approval of COUNTY.

- II. The remainder of the Franchise Agreement dated February 6, 1996, as amended, remains unchanged.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.


**CLARK COUNTY  
BOARD OF COMMISSIONERS**

By:   
STEVE SISOLAK, Chairman

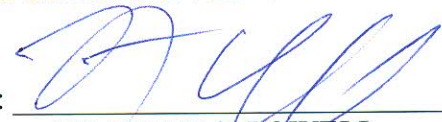
ATTEST:

  
DIANA ALBA, County Clerk

**APPROVED AS TO LEGALITY ONLY  
CLARK COUNTY DISTRICT ATTORNEY**

By:   
MARK E. WOOD  
Deputy District Attorney

**REPUBLIC SILVER STATE DISPOSAL, INC.**

By:   
TIMOTHY S. POWELL  
Vice President