

**FIRST AMENDMENT  
TO THE  
AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE**

This First Amendment ("First Amendment") to the December 26, 2006 Agreement for Collection and Disposal of Solid Waste ("Agreement") between the City of Henderson ("City") and Republic Silver State Disposal, Inc. ("Contractor") is made and entered into this 4th day of May, 2013, by and between the City and Contractor (the "Parties").

**RECITALS**

WHEREAS on December 26, 2006, City and Contractor entered into the Agreement which extends an exclusive franchise to Contractor for the collection and disposal of solid waste, including curbside recycling collection, for residential customers; and

WHEREAS, Contractor has developed and implemented an enhanced residential recycling program ("Program") within the City, designed to provide Henderson residents with free solid waste and recycling carts; single-stream, once-a-week solid waste and recycling collection ("Single-Stream Recycling"); and every-other-week bulky item pickup, at no additional cost to residents; and

WHEREAS, on March 6, 2012, the City Council authorized staff to prepare an amendment to the Agreement to provide for the implementation of Single-Stream Recycling within the jurisdictional limits of the City, subject to certain conditions ("Conditions"); and

WHEREAS, the Program has to date been implemented within the City in several phases, with Phase I consisting of approximately 25,000 households, and Phase II consisting of approximately 24,000 households; and

WHEREAS, implementation of Phase III and Phase IV of the Program, consisting of approximately 40,000 households, remains to be completed; and

WHEREAS, it has been shown that Single-Stream Recycling is the desired method to increase recycling within the exclusive curbside recycling collection program; and

WHEREAS, the Conditions include enhancing recycling education and outreach, setting recycling targets, measuring and assessing recycling results and developing and implementing recycling incentive programs; and

WHEREAS, there are certain administrative provisions in the Agreement that require updating to reflect the use of technology for customer notification, to clarify audit procedures, and to reflect updated contact information for Contractor; and

WHEREAS, the City and Contractor now desire to amend the Agreement to implement Single-Stream Recycling, accommodate the Conditions, reflect notification changes, clarify audit procedures and update contact information as specifically set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and undertakings hereinafter set forth and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. SECTION 8(b) of the Agreement is hereby amended to allow notification of customers of the household hazardous waste drop off locations, dates and times by use of Contractor's website.

2. A new SECTION 8(c) is hereby added to the Agreement, to include the following new subsections to address Single-Stream Recycling and the Conditions:

"8 (c). The Parties agree that Contractor shall implement and convert all residential curbside collection customers to Single-Stream Recycling. Contractor will provide one wheeled cart for solid waste and one wheeled cart for recycling for each customer free of charge as set forth in Henderson Municipal Code Chapter 5.17, plus one additional wheeled cart for solid waste or recycling if requested by a customer. The collection schedule for Single-Stream Recycling shall be once per week for solid waste collection and once per week for recycling on regularly scheduled solid waste collection days and once every other week for collection of bulky items on regularly scheduled solid waste collection days. In conjunction with the transition of residential solid waste and curbside residential recycling collection schedules to Single-Stream Recycling within the time provided in Chapter 5.17 of the Henderson Municipal Code, as amended, Contractor will provide the following:

(i). *Community Outreach Single-Stream Recycling Program Introduction* – Contractor will develop an outreach program, to be submitted to the Community Development Director for review on or before March 1, 2014, that will include the following:

1. Contractor will hold one public open house for every 5,000 households within the City for a total of seven (7) open houses;
2. Contractor will provide a customer service hotline during normal business hours to answer residents' questions and concerns regarding Single-Stream Recycling;
3. Contractor will develop informational brochures tailored for City residents and provide such brochures to each household within the City at the time of implementation of Single-Stream Recycling; and
4. Contractor will provide public demonstration booths at a minimum of three (3) public events in the City per calendar year.

Contractor will maintain the Community Outreach Single-Stream Recycling Program Introduction until Contractor has completed implementation of Single-Stream Recycling to all residential households within the City. At the conclusion of the Community Outreach Single-Stream Recycling Program Introduction, the City may request a report from the Contractor identifying total attendance for each open house event described in Section 8(c)(i)(1), and a summary of comments received from all open houses, public demonstration booths and

calls to the customer service hotline. Upon submittal of this report documenting compliance with items 8(c)(i)1- 8(c)(i)4 above to the Community Development Director, the City agrees that Contractor has satisfied all conditions set forth in this Section 8(c)(i). If the report is not requested within 120 days from Contractor's written notice to City that the Community Outreach Single-Stream Recycling Program is completed, the City agrees that Contractor has satisfied all conditions set forth in this Section 8(c)(i).

(ii). *Annual Recycling Report* – Contractor will provide an Annual Recycling Report to the City's Community Development Director, measuring the performance of Single-Stream Recycling in the City, within sixty (60) days following the end of the calendar year after all residents have been converted to the Single-Stream Recycling program. The Annual Recycling Report will include:

1. Monthly and annual recycling and solid waste as measured in tons collected from City residents through the Single-Stream Recycling program; and
2. Summary of any outreach events, including public demonstration booths as described in Section 8(c)(i)(4) and community wide recycling events as described in Section 8(c)(iii)(2) conducted in the City for the preceding calendar year.

By no later than September 30, 2018, the Parties shall meet and confer to determine whether the Annual Recycling Report is still necessary. The City shall have 90 days from the date of the meeting with Contractor to render a final decision about the continuation of the Annual Recycling Report. If it is determined that the Annual Recycling Report is no longer necessary, the City agrees that Contractor has satisfied the conditions in Section 8(c)(ii). If it is determined that the Annual Recycling Report is still necessary, the Parties shall mutually agree on the length of time for such report.

(iii). *On-Going Community Outreach Program* - Contractor will develop an On-Going Community Outreach Program, to be submitted to the Community Development Director for review on or before March 1, 2014, and biannually thereafter, that will include the following:

1. A recycling education program, which may include a "Green Ambassador" Program or similar program made available to all Henderson public schools, targeted to reach all fourth grade students in the City, as may be permitted by each individual public elementary school within the City. Once per year, Contractor will provide to City a list of public schools contacted and if Contractor was allowed to make any presentations on recycling. If a public elementary school within the City chooses not to participate in the recycling education program, City agrees that Contractor has satisfied this condition;
2. Participation by Contractor in a maximum of two (2) community-wide recycling events organized by the City for City residents on an annual basis; and
3. A link on Contractor's website dedicated to Single-Stream Recycling within the City that includes program information, quarterly newsletters, instructional videos explaining Single-Stream Recycling in the context of Southern Nevada, the importance of recycling, the recycling process from curbside collection

to shipment to a material recycler and online tools that assist residents with visually identifying materials that can and cannot be recycled.

By no later than September 30, 2018, the Parties shall meet and confer to determine whether the On-Going Community Outreach Program is still necessary. The City shall have 90 days from the date of the meeting with Contractor to render a final decision about the continuation of the On-Going Community Outreach Program. If it is determined that the On-Going Community Outreach Program is no longer necessary, the City agrees that Contractor has satisfied the conditions in Section 8(c)(iii). If it is determined that the On-Going Community Outreach Program is still necessary, the Parties shall mutually agree on the length of time for such program.

(iv). *Disabled Assistance Commitment* - Contractor will offer assistance to the disabled with moving solid waste and recycling carts, and in connection therewith will provide a formal statement of its commitment to provide disabled assistance, and advertise the availability of such assistance, in the outreach materials described in Section 8(c)(i) and Section 8(c)(iii) above.

(v). *Incentive Reward Program* -City will develop an Incentive Reward Program to recognize the City and Contractor's joint commitment to recycling.

1. The Incentive Reward Program will include a financial reward which will be presented during an annual reward ceremony with the Henderson City Council. In 2013, Contractor will provide a financial reward of \$2500. Contractor agrees to increase this amount by \$500 per year up to a maximum annual financial reward of \$5000. Thereafter, the financial reward may be adjusted annually based upon the percentage change in the CPI-U as more fully described in Henderson Municipal Code Section 5.17.240.

2. The Contractor shall write a check payable to the City pursuant to the amount described in Section 8(c)(v)(1). The City shall determine the recipient of the financial reward and shall present the recipient with the financial reward during an annual reward ceremony with the Henderson City Council.

By no later than September 30, 2018, the Parties shall meet and confer to determine whether the Incentive Reward Program is still necessary. The City shall have 90 days from the date of the meeting with Contractor to render a final decision about the continuation of the Incentive Reward Program. If it is determined that the Incentive Reward Program is no longer necessary, the City agrees that Contractor has satisfied the conditions in Section 8(c)(v). If it is determined that the Incentive Reward Program is still necessary, the Parties shall mutually agree on the length of time for such program."

3. SECTION 12 is hereby deleted in its entirety and replaced with the following language:

"12. Contractor 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's Director of Finance, to reflect correctly and accurately the gross receipts from the collection of solid waste and curbside

recycling under this Agreement. Such books and records shall be produced to the City upon request for inspection at any time during normal business hours.

a. Contractor shall file with the City's Director of Finance, within thirty (30) days after the end of each preceding calendar quarter, a sworn statement of the gross receipts derived from the collection of solid waste and curbside recycling during such quarter with a reasonable breakdown of gross receipts by category, including but not limited to categories for residential service, commercial service, industrial service, sewage waste service, medical waste service, transfer station receipts, and any credits or deductions for refunds or bad checks).

b. Contractor shall file with the City's Director of Finance an annual gross receipts audit, prepared by a certified public accountant, within ninety (90) days after the end of each preceding calendar year during the term of this Agreement.

c. At the option and expense of the City, all records, statements, receipts, contracts, requests for service, computer records, legend or any other records covered by this Section 12 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 Agreement and as used in the normal course of business, are subject to audit. Such books and records as used in the normal course of business shall be retained for a period of five (5) years, shall be produced for the City 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 Contractor's office in the Las Vegas Valley area at any time during normal business hours.

d. The City shall give written notice to Contractor of any additional amount claimed to be due to the City as a result of the City's review of the annual gross receipts audit set forth in Section 12(b). Any amount due shall be paid within thirty (30) days following the City's written notification to Contractor that such amount is due and payable. If the City's review determines that Contractor has overpaid, the City shall provide written notice of such overpayment to Contractor within thirty (30) days of making a final determination. Within thirty (30) days of written notification for reimbursement from Contractor, City shall reimburse such overpayment or, if required under the ordinances and policies of the City, shall submit the matter to the City Council for resolution."

e. If there is any dispute between the City and Contractor regarding an additional amount owed or to be reimbursed under Section 12(d), the dispute shall be submitted to the City Manager, or to the City Council if required under the ordinances and policies of the City, for resolution."

4. SECTION 27 shall be amended to reflect the updated contact information for Contractor to read as follows:

"Area President  
Republic Silver State Disposal, Inc.  
770 East Sahara Avenue  
Las Vegas, NV 89104

With a copy to:

General Counsel  
Republic Services, Inc.  
18500 N. Allied Way  
Phoenix, AZ 85054"

5. The Parties agree that all conditions set forth in SECTION 37 of the Agreement have been satisfied as of the date of the First Amendment.

6. Effect of Amendment. Except as expressly set forth herein, the Agreement shall be and remain in full force and effect as originally written, and shall constitute the legal, valid, binding and enforceable obligations of the City and Contractor. In the event of a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of the First Amendment shall control.


7. Terms. The undefined capitalized terms used in this First Amendment have the same meanings ascribed to the terms in the Agreement, unless otherwise set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day and year first above written.

CITY OF HENDERSON

REPUBLIC SILVER STATE DISPOSAL, INC

  
for Jacob Snow 5/9/13  
City Manager Date

  
Tim Powell May 2, 2013  
Area President Date

ATTEST:

ATTEST:

  
Sabrina Mercadante, MMC 5/8/13  
City Clerk Date

  
Tracy Skerandore May 2, 13  
Dir. of Marketing + PR Date

APPROVED AS TO FORM:

  
Josh M. Reid 5/8/13  
City Attorney Date