

# CLARK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

*Eric Lopez*

<b>Issue:</b> Republic Services Franchise Amendment	<b>Back-up:</b>
<b>Petitioner:</b> Donald G. Burnette, Chief Administrative Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Board of County Commissioners approve and authorize the Chairman to sign the Second Amendment to the Franchise Agreement between Clark County and Republic Services providing for companies other than Republic to operate as materials recovery facilities; providing for the County Manager to adjust hours of operation at specific solid waste convenience centers in exchange for waiver of rates; and amending Republic's service area to delete the Town of Bunkerville.</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

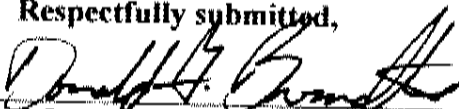
Nevada Construction Cleanup, Inc. (NCCI), a construction cleanup company that hauls construction or demolition waste, filed a suit in April 2002 against the County, Health District and Republic challenging County and Health District solid waste management laws and regulations and Republic's exclusive franchise. Lunas, also a construction cleanup company, filed to intervene in that suit in August 2004, but voluntarily withdrew.

Settlement discussions have been underway to allow NCCI and Lunas to operate as materials recovery facilities in addition to hauling construction or demolition waste. Recently the Board adopted ordinance amendments creating a materials recovery facility category in County Code and paving the way for the companies to apply for a permit to operate as such. This type of business would allow them to haul construction or demolition waste back to their permitted facility, sort out recyclables and take the remaining waste to the authorized landfill, subject to regulation by the County and Health District.

This franchise amendment will amend Republic's franchise agreement with the County to allow for companies other than Republic to operate materials recovery facilities, and has been approved as to form by the District Attorney's Office. The amendment also authorizes the County Manager to work with Republic to change hours of operation at rural solid waste convenience centers in exchange for allowing the public to use the facilities for free. In addition, the amendment removes Bunkerville from Republic's service area as Virgin Valley Disposal currently services Bunkerville; the County will enter into a franchise agreement with Virgin Valley Disposal for that service.

There is a companion item on this agenda to approve a settlement agreement with Lunas Construction.

Respectfully submitted,



DONALD G. BURNETTE  
Chief Administrative Officer

Cleared for Agenda

*8/2/05 DA*

**APPROVED/AUTHORIZED/PROVIDED/AMENDED AS RECOMMENDED**

Agenda  
Item #

*112*

## SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE

These Amendments to the Franchise Agreement are made and entered into this 2<sup>ND</sup> day of AUGUST, 2005, 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 d/b/a Republic Services, Inc., a wholly-owned subsidiary of Republic Industries, Inc., duly authorized to do business under the laws of the State of Nevada, hereinafter referred to as "Franchisee."

### WITNESSETH:

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

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

WHEREAS, on June 15, 1999, the County and Franchisee entered into an Agreement Regarding Sunrise Landfill and Extension of Franchise Agreement (the first amendment to the Franchise Agreement) which modified the term of the Franchise Agreement by adding 15 years.

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

- I. Section 1 of the Franchise Agreement is hereby amended by replacing the Section in its entirety with the following Section 1, to read as follows:

For and in consideration of the demands, terms, covenants, agreements and conditions herein contained, and with the construction or demolition waste exception noted in Section 2 below, CONTRACTOR hereby agrees to collect and dispose of solid waste as described in Title 9, Chapter 9.04 of the Clark County Code and amendments thereto, and in conformity with all applicable laws, regulations and ordinances, from the receptacles kept and maintained by the places of business, public buildings, hotels, mobile home parks, multifamily dwellings and single family dwellings within the boundaries of the Urban Solid Waste Service Area (hereinafter referred to as the Urban Area), as more particularly described in Exhibit "A" and delineated on the maps marked Exhibits "B-1 and B-2" which exhibits are attached hereto and by this reference made a part hereof, as provided for in Chapter 9.04; and the Rural Solid Waste Service Area (hereinafter referred to as the Rural Area), as more particularly described in

Exhibit "C" and delineated on the maps marked Exhibits "D-1 through D-[6] 5" which exhibits are attached hereto and by this reference made a part hereof, as provided for in Chapter 9.04 of the Clark County Code and amendments thereto. CONTRACTOR and COUNTY agree that CONTRACTOR shall continue service for existing customers as of the effective date of this contract.

II. A new Section 2 is hereby added to read as follows:

CONTRACTOR has the right, though not the exclusive right, to collect, transport and dispose of construction or demolition waste, and haul such waste to an authorized materials recovery facility ("MRF"), transfer station or landfill. A MRF operating pursuant to a permit issued by the Clark County Health District may also collect and transport construction or demolition waste to a MRF, and transport the remaining non-recyclable waste to a disposal site authorized by the solid waste management authority.

III. Remaining Sections 2 through 29 are hereby renumbered 3 through 30.

IV. Section 6 (formerly Section 5) is hereby amended by replacing the Section in its entirety with the following Section 6, to read as follows:

CONTRACTOR shall have the exclusive right and agrees to make solid waste collections and provide services at the service levels and rates for the solid waste service areas herein delineated and as specified within this contract, and subject to the exception in Section 2 of this Franchise Agreement and to the provisions in Title 9 of the Clark County Code and amendments thereto, Chapter 9.04. All solid waste so collected shall be hauled to authorized transfer stations, landfills, recycling facilities, MRFs, or such other facilities which may be authorized by the Board of County Commissioners and agreed to by the CONTRACTOR. The routes requested by CONTRACTOR to be traveled within unincorporated Clark County to and from transfer stations and landfills or other authorized facilities shall be subject to agreement by CONTRACTOR and approval by COUNTY.

V. Subsection 7.b (formerly Subsection 6.b) is hereby amended by replacing the Subsection in its entirety with the following Subsection 7.b, to read as follows:

All recyclable material so collected shall be hauled to CONTRACTOR'S Recycling Center. In addition, selected loads of commercial solid waste may be transported in collection trucks to CONTRACTOR'S Recycling Center or CONTRACTOR'S MRF, at CONTRACTOR'S discretion. The recyclable materials shall then be separated and the remaining refuse shall then be hauled to a solid waste transfer station or the Apex landfill, or such other facilities as may be requested by CONTRACTOR and approved by the Board of County Commissioners for disposition. The routes to be traveled within unincorporated Clark County between the CONTRACTOR'S Recycling Center, MRF, Transfer

Station, and the disposal site or sites shall be subject to agreement by CONTRACTOR and approval by COUNTY.

VI. Subsection 11.b (formerly Subsection 10.b) is hereby amended by replacing the Subsection in its entirety with the following Subsection 11.b, to read as follows:

COUNTY and CONTRACTOR agree that CONTRACTOR shall have the right, subject to existing laws and codes, to determine physical layout, construction and operational characteristics of the sites. However, CONTRACTOR agrees to meet with COUNTY and local town advisory boards and citizens advisory committees within each area to obtain inputs and ascertain the desires of the residents for this service. CONTRACTOR agrees to operate convenience centers for public access a minimum of four (4) hours per day, a minimum of three (3) days per week, one such day being on a weekend; provided, however, that for specific locations the County Manager and CONTRACTOR may agree upon other hours of operation in exchange for the waiving of all rates and fees charged to the public by CONTRACTOR pursuant to Subsection 11.d.

VII. Section 12 (formerly Section 11) is hereby amended by replacing the Section in its entirety with the following Section 12, to read as follows:

CONTRACTOR shall have the exclusive right, subject to the exception in Section 2 of this Franchise Agreement, to collect and haul solid waste within unincorporated Clark County. CONTRACTOR shall have the exclusive right to operate a curbside recycling collection program for CONTRACTOR's single and multi-family residential customers during the period this contract is in force, subject to the provisions contained in this Contract and in Chapter 9.04 of the Clark County Code and amendments thereto, and except in instances where by reason of the provision of this Contract or by mutual agreement between COUNTY and CONTRACTOR the CONTRACTOR is excused and/or not required to make any collection.

VIII. In Exhibit C, the last section on page 36 is hereby deleted, removing the legal description of Bunkerville from the Service Area.

IX. Exhibit D-6 is hereby deleted in its entirety, removing the map of Bunkerville from the Service Area.

X. The remainder of the Franchise Agreement dated February 6, 1996, remains unchanged.

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

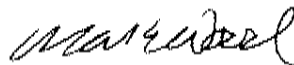
CLARK COUNTY  
BOARD OF COMMISSIONERS

By:   
RORY REID, Chairman

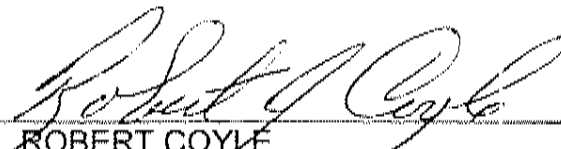
ATTEST:

  
SHIRLEY B. PARRAGUIRRE, County Clerk

APPROVED AS TO LEGALITY ONLY  
CLARK COUNTY DISTRICT ATTORNEY

By:   
MARK E. WOOD  
Deputy District Attorney

REPUBLIC SILVER STATE DISPOSAL, INC.  
d/b/a Republic Services, Inc.

By:   
ROBERT COYLE  
Area President