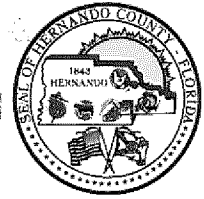


Board of County Commissioners

Hernando County



Purchasing and Contracts

AMENDMENT 1 TO RESIDENTIAL FRANCHISE AGREEMENT 11-008

20 N. Main Street, Room 365
Brooksville, FL 34601
(352) 754-4020
Fax: 754-4199
www.co.hernando.fl.us/pur

THIS AMENDMENT 1, dated as of *August 28* 2012, amends the existing Franchise Agreement made and entered into by and between **Republic Services of Florida, Limited Partnership d/b/a Republic Services of Tampa** (hereinafter the "FRANCHISEE"), and **Hernando County, Florida** (hereinafter the "COUNTY"), collectively referred to as the "Parties," by amending the current Franchise agreement dated December 29, 2011 to allow for Automated collection services:

WHEREAS, the FRANCHISEE and the COUNTY agree that a voluntary implementation of automated Garbage / Rubbish collection services in certain areas or developments in the County is in the best interest of and a benefit to the residents of Hernando County per the Franchise Agreement, and the COUNTY has made such findings; and,

WHEREAS, the FRANCHISEE and the COUNTY agree that the FRANCHISEE shall obtain approval from the County's Contract Administrator prior to implementing "Automated Garbage / Rubbish Collection Service" (as defined below) in certain area(s) or development(s), and that such an approval constitutes the COUNTY'S approval of Franchisee's collection plan pursuant to the Franchise Agreement; and

WHEREAS, this Amendment is in all regards deemed by the COUNTY to be in compliance with the Contract Documents;

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated herein and made a part hereof.
2. Article 2, Paragraph 2.73 of the Franchise Agreement is amended by replacing that paragraph in its entirety as follows: "Roll Cart" shall mean a Franchisee-provided container that is made with heavy-duty hard plastic or other impervious material, mounted on two wheels, equipped with a tight-fitting hinged lid, not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity, and designed or intended to be used by the Customer for Automated Garbage / Rubbish Collection Service. The weight limit for Roll Carts is embossed or otherwise presented on the Roll Cart. Unless Automated, semi-Automated or Voluntary Automation collection services are instituted by agreement between the County and the Franchisee, the references to "Roll Carts" or Carts as set forth in this Agreement are illustrative only, and no operational or other requirement placed upon Franchisee in the provisions herein, including but not limited to Franchisee's being required to purchase, distribute, service, or repair any Roll Cart or Cart shall be binding on Franchisee. Franchisee will collect materials from customer-provided Roll Carts which are compliant with the Ordinance's collection standards of size and volume, except in certain areas or developments in which any type of automation is implemented, whereon the Franchisee-provided Roll Cart shall be used by the Customer. Franchisee-provided Roll Carts remain the property of the Franchisee.
3. Article 2 of the Franchise Agreement is amended by adding the following definition as Paragraph 2.88: "Automated Garbage / Rubbish Collection Service" means the collection of Garbage / Rubbish from Customers by means of a Roll Cart into which all materials set out for collection should be placed, and where such Roll Cart is designed to be, via a mechanical arm connected to the collection vehicle, attached to by the arm, then lifted, emptied and returned to the ground solely by mechanical means, and where the Roll Cart must be placed by the Customer such that the collection vehicle has clear access to the Roll Cart. Proper placement of the Roll Cart shall be demonstrated to the Customers as necessary.

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4. Article 2 of the Franchise Agreement is amended by adding the following definition as Paragraph 2.89: "Voluntary Automation" means certain areas or developments of the County where the Franchisee and the County have agreed that the Franchisee will voluntarily implement Automated Garbage / Rubbish Collection Service for Customers.
5. Article 30, Paragraph 30.2.1, is amended as follows: Automated Collection (if implemented by mutual agreement between County and Contractor) - Garbage and Rubbish shall be collected at Curbside at least one (1) time each week, using automated or semi- automated equipment and Roll Carts. Voluntary Automation shall be implemented at the existing manual collection service frequency of twice a week unless the County and the Franchisee agree to implement Countywide Automated Garbage / Rubbish Collection Service with once per week Garbage / Rubbish collection.
6. A new paragraph in Article 30, Paragraph 30.2.11 is added as follows: Voluntary Automation allows Automated Garbage / Rubbish Collection Service to be provided voluntarily by the Franchisee for certain areas or developments of the County as determined solely within the discretion of the Franchisee, but subject to approval by the Contract Administrator prior to implementation, at no change to the affected area's or development's residential collection rate until (a) the rates are adjusted pursuant to the mechanisms set forth in this Franchise Agreement or (b) the County and Franchisee mutually agree to implement Automated Countywide Collection Service or any of the other service types as set forth in Exhibit B "Submitted Bid" of this Franchise Agreement (the pricing sheets). If the County and Franchisee mutually agree to implement Automated Countywide Collection Service or any of the other service types as set forth in Exhibit B "Submitted Bid" of this Franchise Agreement, the residential collection rates set forth therein, as adjusted over time pursuant to the terms of this Franchise Agreement, shall be applicable.
7. A new paragraph in Article 30, Paragraph 30.2.12 is added as follows: Franchisee, at its cost, will deliver one (1) Roll Cart to single-family homes and other dwellings that have been approved for Voluntary Automation.
8. A new paragraph in Article 30, Paragraph 30.2.13 is added as follows: This paragraph is applicable to all Franchisee-provided Roll Carts. Franchisee will make minor repairs to Roll Carts such as wheel and lid replacement (normal wear and tear repairs) and will replace Roll Carts damaged beyond repair by Franchisee's negligence, at its cost. Customers shall be responsible for maintaining the Roll Carts in a clean and sanitary condition. If a Customer requests that a Roll Cart needs replacement for any reason other than damage caused by the Franchisee or if the Franchisee determines that the Roll Cart can no longer function properly and the reason for the malfunction was not due to Franchisee-caused damage, the Customer is required to: (a) return the damaged Roll Cart to the Franchisee (unless the Customer can document that the Roll Cart has been reported to the Hernando County Sheriff's Office as stolen) and (b) either pick up or request delivery of a replacement Roll Cart from the Franchisee. The Customer shall reimburse the Franchisee for the replacement Roll Cart (including a reasonable delivery fee if the Franchisee delivers the Roll Cart) for use by the Customer at the then-market rate for such Roll Cart. Roll Carts delivered by the Franchisee for Voluntary Automation remain the property of the Franchisee throughout and beyond the term of this Agreement, and shall be treated accordingly by the Customer. However, if Countywide Automated Garbage / Rubbish Collection Service are instituted by agreement between the Franchisee and the County, the Voluntary Automation Roll Carts that have been delivered to the Customers shall become the property of the County at the end of the term of this Agreement as stated herein (which term includes any extensions to this Agreement). The Voluntary Automation Roll Carts shall remain in service at the Voluntary Automation Dwelling Units so as to be used in the Countywide Automated Garbage / Rubbish

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- collection. If Countywide Automated Garbage / Rubbish Collection Service are instituted, the Customers are still required to return damaged Roll Carts to the Franchisee and reimburse the Franchisee for replacement Roll Carts as stated above in this paragraph. If Countywide Automated Garbage / Rubbish Collection are instituted, upon Roll Cart replacement as described above, any damaged Roll Cart returned to the Franchisee shall remain the property of the Franchisee, and the replacement Roll Cart shall become the property of the County at the end of the term of this Agreement or any extensions, as stated above.
9. A new paragraph in Article 30, Paragraph 30.2.14 is added as follows: Upon the expiration of this Agreement or any extension thereof, or upon the reaching of any agreement between the County and the Franchisee for Franchisee to provide a type of collection service other than any type of automated collection service compatible with previously delivered Roll Carts, the Franchisee, in its sole discretion, may reclaim or dispense with its Voluntary Automation Roll Carts in any fashion, including but not limited to collecting them back into Franchisee's possession, selling them to another vendor, or leaving them with the Customer.
 10. A new paragraph in Article 30, Paragraph 30.2.15 is added as follows: If the County and the Franchisee agree to implement Countywide Automated Garbage/ Rubbish Collection Service or any other service type as set forth in Exhibit B "Submitted Bid" of this Franchise Agreement which utilizes Roll Carts, any Roll Carts delivered to Customers to implement Voluntary Automation are hereby deemed fit for use in and compliant with any such service and are also hereby deemed to meet all requirements of the Contract Documents regarding Roll Carts. No logo, size or other requirements of the Contract Documents regarding Roll Carts shall be required of Franchisee regarding those Roll Carts purchased by the Franchisee or already delivered by the Franchisee to the Customers in furtherance of the implementation of Voluntary Automation. Roll Carts shall remain the property of the Franchisee unless Countywide Automated Garbage / Rubbish Collection Service are instituted.
 11. Article 31, Paragraph 31.2.3, is amended as follows: The Contractor's Collection vehicles must be able to be equipped with Radio Frequency Identification (RFID) reading equipment that is compatible with the RFID tags provided by the Contractor with its Roll Carts if the County institutes RFID tag technology in the future. The RFID tags and reading equipment will be used to (a) track and verify the location of the Roll Carts, (b) track any repairs are required to or performed on the Roll Carts, and (c) provide additional solid waste collection information, if requested by the County. The County and the Contractor may consider implementing equipment other than RFID at the time of Automation. The RFID reading equipment is not required for Voluntary Automation.
 12. Except as set forth above, all other terms and conditions of this Franchise Agreement shall remain the same.
 13. This Amendment expresses the entire understanding of the Parties, and matters not set forth in a writing signed by both the FRANCHISEE and the COUNTY shall have no force or effect.
 14. This Amendment shall take effect when signed by the FRANCHISEE and the COUNTY.
 15. In the event of a conflict between this Amendment and the Contract Documents, the terms and conditions of this Amendment shall control.

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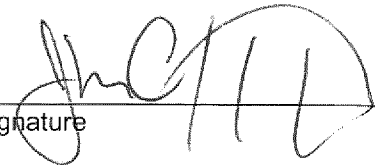
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WITNESS:

REPUBLIC SERVICES OF FLORIDA
Limited Partnership, d/b/a
Republic Services of Tampa (FRANCHISEE)

By: Republic Services of Florida GP, Inc., Its
General Partner



Signature



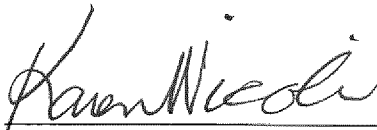
Signature

John Clifford, Municipal Services Manager
[print name and title]

R. F. Prosser, G.M.
[print name and title]

ATTEST:

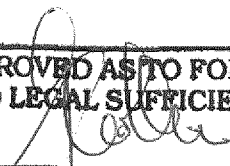
HERNANDO COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS



Karen Nicolai
Clerk

By: Wayne Dukes
Wayne Dukes
Chairman



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office

CERTIFICATE OF SECRETARY

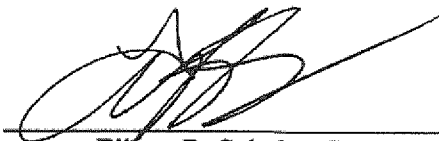
The undersigned, Secretary of **REPUBLIC SERVICES OF FLORIDA GP, INC.**, a Delaware corporation, the general partner (the "General Partner") of **REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP**, a Delaware limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by written consent of the General Partner on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

**RELATING TO AMENDMENT 1
TO THE RESIDENTIAL FRANCHISE AGREEMENT
WITH HERNANDO COUNTY,
IN THE STATE OF FLORIDA**

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the General Partner, in its capacity as the General Partner of the Partnership, in connection with the day-to-day business activities of the Partnership, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager 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 Partnership and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **PATRICK RZESZUT** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Partnership as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of October, 2012.



Eileen B. Schuler, Secretary