

**AMENDMENT 5 TO RESIDENTIAL FRANCHISE
AGREEMENT 11-008**

THIS AMENDMENT 5, dated as of March 24, 2015, 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, as amended by Amendment #1 dated August 28, 2012, Amendment #2 dated September 10, 2013, Amendment #3 dated September 30, 2013 and Amendment #4 dated July 22, 2014 ("Franchise Agreement") to require additional yard waste collection service:

WHEREAS, it is necessary and desirable for the public welfare to provide yard waste collection service weekly in lieu of the current twice monthly yard waste collection service;

WHEREAS, consistent with the necessary and desirable additional yard waste collection service and Article 21, Paragraph 21.2 of the Franchise Agreement, the COUNTY and FRANCHISEE have conducted good faith negotiations to modify the Franchise Agreement and Rates; and

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

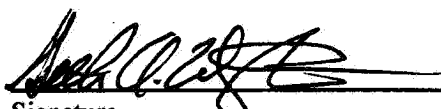
NOW, THEREFORE, the Parties agree as follows:


1. The above recitals are incorporated herein and made a part hereof.
2. Article 30, Paragraph 30.2.3 of the Franchise Agreement is amended by replacing that paragraph in its entirety as follows: "Yard Trash shall be collected at Curbside at least one (1) time each week."
3. Exhibit "A" outlines the adjustment to the Rates.
4. Except as set forth above, all other terms and conditions of the Franchise Agreement shall remain the same.
5. 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.
6. This Amendment shall take effect on April 1, 2015.
7. In the event of a conflict between this Amendment and the Contract Documents, the terms and conditions of this Amendment shall control.

WITNESS:

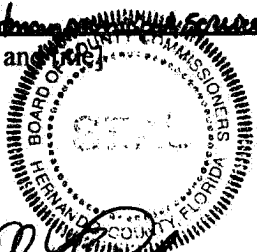
**REPUBLIC SERVICES OF FLORIDA
Limited Partnership, d/b/a
Republic Services of Tampa**


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


Signature
Seth Weighman General Manager
[print name and title]

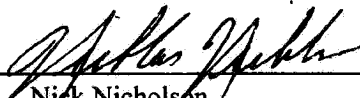

Signature
Bill Brinkley General Manager
[print name and title]

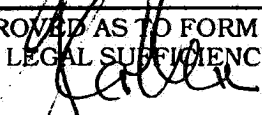
ATTEST:




Don Barbee
Clerk of Circuit Court

**HERNANDO COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: 
Nick Nicholson
Chairman

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

AMENDMENT 5, EXHIBIT A
11-0008, March 24, 2015

PRICING FOR MANUAL COLLECTION SERVICE WITHIN CURRENT FRANCHISE DISTRICTS PER MONTH PER DWELLING UNIT

Twice per week pick up garbage, once per week yard waste, once per week recycling, paid directly by customer to contractor.

Franchise District "A"

<u>Item No.</u>	<u>Description</u>	<u>Months</u>	<u>Unit Cost</u>	<u>Total Cost</u>
(1)	Garbage and Rubbish	12 X	\$ <u>4.92</u>	= \$ <u>59.04</u>
(2)	Yard Waste	12 X	\$ <u>3.90</u>	= \$ <u>46.80</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS			(4) <u>\$ 9.82 Per Mo</u>	(5) <u>\$ 117.84 Per Yr</u>

Franchise District "B"

<u>Item No.</u>	<u>Description</u>	<u>Months</u>	<u>Unit Cost</u>	<u>Total Cost</u>
(1)	Garbage and Rubbish	12 X	\$ <u>5.57</u>	= \$ <u>66.84</u>
(2)	Yard Waste	12 X	\$ <u>3.90</u>	= \$ <u>46.80</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS			(4) <u>\$10.47 Per Mo</u>	(5) <u>\$125.64 Per Yr</u>

Franchise District "C"

<u>Item No.</u>	<u>Description</u>	<u>Months</u>	<u>Unit Cost</u>	<u>Total Cost</u>
(1)	Garbage and Rubbish	12 X	\$ <u>3.28</u>	= \$ <u>39.36</u>
(2)	Yard Waste	12 X	\$ <u>3.90</u>	= \$ <u>46.80</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS			(4) <u>\$8.18 Per Mo</u>	(5) <u>\$98.16 Per Yr</u>

Franchise District "D"

<u>Item No.</u>	<u>Description</u>	<u>Months</u>	<u>Unit Cost</u>	<u>Total Cost</u>
(1)	Garbage and Rubbish	12 X	\$ <u>4.31</u>	= \$ <u>51.72</u>
(2)	Yard Waste	12 X	\$ <u>3.90</u>	= \$ <u>46.80</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
TOTALS			(4) <u>\$9.21 Per Mo</u>	(5) <u>\$110.52 Per Yr</u>