

**SIXTH AMENDMENT
TO
RESIDENTIAL FRANCHISE AGREEMENT NO. 11-0008
BETWEEN
REPUBLIC SERVICES OF FLORIDA AND HERNANDO COUNTY**

THIS SIXTH AMENDMENT of FRANCHISE AGREEMENT NO. 11-0008, dated this 24th day of October, 2017, is entered in to by and between **HERNANDO COUNTY**, (a political subdivision of the State of Florida), hereinafter referred to as "**COUNTY**" and **REPUBLIC SERVICES of FLORIDA, LIMITED PARTNERSHIP d/b/a REPUBLIC SERVICES of TAMPA (FEI/EIN Number 65-0965470)** (a Foreign Limited Partnership) hereinafter referred to as "**FRANCHISEE**" or "**CONTRACTOR.**"

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered in to a Franchise Agreement dated December 29, 2011, concerning COUNTY Solicitation No. 11-0008/JP entitled: County Garbage, Yard Trash and Recycling Collection, known as Residential Collection Services, hereinafter referred to as "**Agreement**"; and

WHEREAS, the COUNTY and CONTRACTOR entered into this Agreement was on December 29, 2011 and Agreement Paragraph 10.4 on Page 64 reflects an Agreement performance period of January 1, 2012 with collection services beginning on the first scheduled Day following January 1, 2012 and remain in effect to December 31, 2018, with options to extend the contract for one (1) additional three (3) year period and that if automated collection services are instituted during the term of this agreement that the one (1) additional three (3) year period shall become one additional seven (7) year period added to the current agreement resulting in renewal period beginning January 1, 2019 with contract end date of December 31, 2026; and

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 1** to this Agreement on August 28, 2012 regarding "Automated Garbage / Rubbish Collection Services" amending paragraph(s) to Article 2, incorporation of new paragraph(s) to Article 30 and amending paragraph(s) to Article 31; and

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 2** to this Agreement on September 10, 2013 regarding "Annual Adjustment" in accordance with Section V, Paragraph 3.9.4, Exhibit A for Franchise Districts A, B, C and D; and

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 3** to this Agreement on October 22, 2013 regarding "Utility Billing" amending paragraph(s) to Article 2, modified language to Article 6.2 with paragraph incorporations (New Sections 6.2.1 through 6.2.9), modified language to Article 6.4; and.

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 4** to this Agreement on July 22, 2014 regarding "Annual Adjustment" in accordance with Section V, Paragraph 3.9.4, Exhibit A for Franchise Districts A, B, C and D; and

WHEREAS, the COUNTY and CONTRACTOR entered into **Amendment 5** to this Agreement on March 24, 2015 regarding “Yard Trash Collection and Annual Adjustment” in accordance with change to Article 30, Paragraph 30.2.3 and Section V, Paragraph 3.9.4, Exhibit A for Franchise Districts A, B, C and D; and

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

WHEREAS, at the July 25, 2017 BOCC Meeting, Agenda Item L (1) the BOCC heard Republic Service’s Proposal Presentation for: Amend vehicle fleet clause from eight (8) years to ten (10) years, Republic Services will purchase and maintain all automation carts for the life of the contract and extended the contract for a seven (7) year period, and;

WHEREAS, on August 30, 2017, a “Letter of Intent” was issued to Republic Services as a direct result of the July 25, 2017 BOCC Meeting, Agenda Item L (1) pursuant to Republic Services Proposal presentation;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and mutual promise hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended and the Parties agree as follows:

1. The Agreement Performance Period ending December 31, 2018 is hereby changed to December 31, 2026.
“**Note:** Section X – Miscellaneous - Franchise Agreement provision, Paragraph 10.4, Page 64 provides for one (1) three (3) year renewal to this Agreement and one (1) seven (7) year renewal if Automated collection services is implemented under current term. At the July 25, 2017 BOCC meeting, County Commissioners approved the seven (7) year renewal of this agreement.”
2. Article 31, Paragraph 31.1.8, on Page 49 of the Franchise Agreement is amended by replacing that paragraph in its entirety as follows; The dedicated fleet of Collection vehicles used by the Contractor under this solicitation shall not exceed a Maximum Age of ten (10) years, unless it is used as a reserve vehicle only. A reserve vehicle shall not exceed a maximum age of ten (10) years.
3. Effective upon BOCC approval of this Amendment 6 and in accordance with Amendment 1, Article(s) 2 and 30 specific to Article 30, Paragraph 30.2.12 “Franchisee, at its cost, will deliver one (1) Roll Cart to single-family homes and other dwellings that have been approved for Voluntary Automation.” Franchisee will maintain the Roll Carts for the life of the Contract. This Amendment 1 states: “...FRANCHISEE shall obtain approval from the County’s Contract Administrator prior to implementing “Automated Garbage / Rubbish Collection Services...” The BOCC on July 25, 2017 provided such approval for Automation in Hernando County; this Amendment 6 memorializes the BOCC approval.

4. Effective upon BOCC approval of this Franchise Agreement Amendment 6, all admissions and identifications of "Consumer Price Index (CPI) are hereby removed/deleted and replaced with Water Sewer Trash Index ("WSTI").

Section V – Billing and Payment, Paragraph 3.9.4.3 on Pages 55 and 56 of the Franchise Agreement is **amended** by replacing that paragraph in its entirety as follows:

"The adjustment to the Rates in SECTION V shall be based on the changes in the Water Sewer Trash index ("WSTI") and Oil Price Information Service ("OPIS"), as applicable, during the previous Contract Year. The adjustments shall reflect the percentage change in the WSTI and OPIS, measured from April 1st in the previous calendar year to March 31st of the calendar year in which the adjustment will occur. Fifteen percent (15%) of the total adjustment to the Rates shall be based on the change in the cost of diesel fuel, as reflected by the change in OPIS. Eighty Five percent (85%) of the total adjustment to the Rates shall be based on the change in the cost of the Contractor's other expenses, as reflected by the change in the WSTI. Notwithstanding anything else contained in this Section 3.9, the total adjustment to the Rates in any Contract Year shall not exceed five percent (5%). Rate Adjustments based upon Changes in Law or Extraordinary Rate Adjustments are not limited by this five percent (5%) rate cap, and shall be calculated separately."

Section V – Billing and Payment, Paragraph 3.9.4.3 on Page 56 of the Franchise Agreement is **amended** by replacing that paragraph in its entirety as follows:

"If (a) the cost of diesel fuel increases eight percent (8%) during the prior year, as shown by an increase in OPIS, and (b) all the Contractor's other expenses increased three percent (3%), as shown by the WSTI, then (c) the total adjustment to Rates will be three and eight tenths percent (3.8%), as shown by the calculation in the table below [not pictured – reference Page 55]. The total adjustment in this hypothetical is less than the maximum allowable annual adjustment of five percent (5%)."

Section V – Billing and Payment, Paragraph 3.9.4.3 on Page 56 of the Franchise Agreement is **amended** by replacing that paragraph in its entirety as follows:

"If the WSTI and OPIS is discontinued or substantially altered, the County may elect another relevant price index published by the United States Government Federal Bureau of Labor Statistics or by a reputable publisher of financial and economic indices."

Section V – Billing and Payment, Paragraph 3.9.4.3 on Page 56 of the Franchise Agreement to **add the following paragraph** as follows:

Section V – Billing and Payment, The parties agree that all payment procedures for solid waste collection in tax year 2018 will be made pursuant to the *Southwest Hernando County Solid Waste Collection Municipal Services Benefit Unit* (MSBU) utilizing the "uniform method" to collect the MSBU's assessments (Section 14.101 – 14. 107, Hernando County Code of Ordinances). As such, the parties also agree that Amendment 3 executed on October 22, 2013, is null and void as of October 1, 2018. as to all properties that comprise the MSBU. Furthermore, the procedures detailed in the original Franchise Agreement, Section II, Article 06, paragraphs 6.1, 6.2, 6.3 and

6.4, are also null and void as of October 1, 2018, as to all properties that comprise the MSBU

5. Beginning January 1, 2019, utilizing Automated carts, the rates for 2-1-1 are as follows: 2 (Twice per week pick-up garbage), 1 (Once per week yard waste), 1 (Once per week recycling) services shall increase for Mandatory Areas to reflect \$13.27 per month for residential household and the rates for Non-Mandatory for residential household shall reflect \$13.49 per month.

All other terms and conditions of the Agreement which do not conflict with this **Sixth Amendment** are hereby reaffirmed in their entirety. In the event of a conflict between the terms of this modification and the Agreement, the terms of this amendment shall control.

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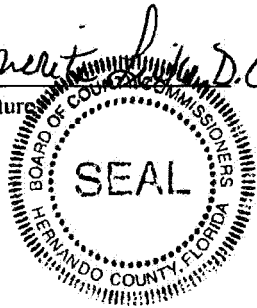
IN WITNESS, WHEREOF, the COUNTY and the CONTRACTOR have caused this SIXTH AMENDMENT to be executed below by their duly authorized representatives.

ATTEST: Don Barbee
Clerk of the Circuit Court

COUNTY: Hernando County, Florida

BY: Margaret D.C.
Signature

BY: Wayne Dukes
Wayne Dukes, Chairman.
Board of County Commissioners



ATTEST:

CONTRACTOR: Republic Services of Florida
Limited Partnership, d/b/a
Republic Services of Tampa

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

Vic J Sanudo
1st witness to signature

By: James C. Amick Jr
Authorized signature

Vince Sanudo
Printed name of 1st witness

James C. Amick JR
(Printed name of signer)

[Signature]
2nd witness to signature

Area President
(Printed title of signer)

Jana Trullinger
Printed name of 2nd witness

323 MARBIC MILL RD
MARIETTA, GA - 30060
(Business address of Contractor)

678 - 290 - 7252
(Phone number of signer)

Date 10/17/17

Agreement No. <u>11-0058</u>	Approval	Date
Landfill Dept.	<u>N/A</u>	<u>N/A</u>
Purchasing/Contracts	<u>James St. Andrew</u>	<u>10/11/17</u>
County Attorney	<u>See Below</u>	<u>See Below</u>

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

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF Georgia)

COUNTY OF Douglas)

On this 9th of October, 2017, before me the undersigned authority, personally appeared James G Amick Jr, to me known to be the individual described in and who executed the foregoing instrument as Area President of Republic Services of Florida, LP, a Delaware corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. He/she is personally known to me or has produced _____ as identification.

Sherry M Long
(Official Notary Signature and Notary Seal)

Sherry M Long
(Name of Notary typed, printed, or stamped)

(Commission Number)

August 20, 2019
(Commission Expiration Date)

