

**AMENDMENT 2 TO RESIDENTIAL FRANCHISE  
AGREEMENT 11-008**



**THIS AMENDMENT 2**, dated as of September 10, 2013, 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 for the Annual Adjustment to Rates for Collection Services:

**WHEREAS**, the FRANCHISEE and the COUNTY agree that the FRANCHISEE shall obtain approval from the Board of County Commissioners prior to any increase in collection rates. 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. Republic Services of Florida has asked for an annual adjustment to rates for collection services in accordance with Section V, paragraph 3.9.4 of the contract effective October 1, 2013. If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the Contract Administrator at least one hundred twenty (120) calendar days prior to October 1 of the Contract Year for which the adjustment is sought. The Contractor's request shall contain sufficient information to confirm that the Contractor's request complies with the requirements in this Article 3.9.4.
3. The adjustment to the Rates in SECTION V shall be based on the changes in the Consumer Price Index and Oil Price Information Service ("OPIS"), as applicable, during the previous Contract Year. The adjustments shall reflect the percentage change in the CPI 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 CPI. 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 5% rate cap, and shall be calculated separately.
4. Exhibit A outlines the annual pricing adjustment to the rates effective October 1, 2013.
5. Except as set forth above, all other terms and conditions of this Franchise Agreement shall remain the same.
6. 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.
7. This Amendment shall take effect when signed by the FRANCHISEE and the COUNTY.
8. 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 (FRANCHISEE)**

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

Signature

*John Clifford*  
John Clifford

[print name and title]

Signature

*Patrick Rzeszut*  
Patrick Rzeszut - General Manager

[print name and title]



**Don Barbee**  
**Clerk of circuit Court**

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

By:

*Dave Russell*  
Dave Russell  
Chairman

**AMENDMENT 2, EXHIBIT A**  
**11-0008**

**V.9 PRICING FOR MANUAL COLLECTION SERVICE WITHIN CURRENT FRANCHISE DISTRICTS  
PER MONTH PER DWELLING UNIT**

Twice per week pick up garbage, twice per month 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>4.77</u>	= \$ <u>57.24</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
		TOTALS	(4) \$ <u>7.77</u> Per Mo	(5) \$ <u>93.24</u> Per Yr

**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>5.41</u>	= \$ <u>64.92</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
		TOTALS	(4) \$ <u>8.41</u> Per Mo	(5) \$ <u>100.92</u> Per Yr

**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>3.16</u>	= \$ <u>37.92</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
		TOTALS	(4) \$ <u>6.16</u> Per Mo	(5) \$ <u>73.92</u> Per Yr

**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>4.17</u>	= \$ <u>50.04</u>
(2)	Yard Waste	12 X	\$ <u>2.00</u>	= \$ <u>24.00</u>
(3)	Recyclable Materials	12 X	\$ <u>1.00</u>	= \$ <u>12.00</u>
		TOTALS	(4) \$ <u>7.17</u> Per Mo	(5) \$ <u>86.04</u> Per Yr