

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

**THIS SEVENTH AMENDMENT to FRANCHISE AGREEMENT NO. 11-0008,** dated this 11<sup>th</sup> day of August, 2020, is entered into by and between **HERNANDO COUNTY, FLORIDA** (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 the Agreement on December 29, 2011, to provide for Residential Collection Service of garbage, yard trash and recycling materials for Hernando County and its Residential Customers; and

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

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

**WHEREAS**, the COUNTY and CONTRACTOR entered into **Amendment 4** to the 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 the Agreement on March 24, 2015, regarding "Yard Trash Collection" amending Article 30, Paragraph 30.2.3, and "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 the **Sixth Amendment** to the Agreement on October 24, 2017, changing the ending date of the Agreement Performance Period,

regarding "Collection Vehicles" amending Article 31, Paragraph 31.1.8, implementing Automated Garbage / Rubbish Collection Services, regarding "Billing and Payment" amending paragraphs of Section V to replace one index for rate adjustments, modify the payment procedures for properties that comprise the Southwest Hernando County Solid Waste Collection MSBU, and repeal Amendment 3 to the Agreement, and establishing revised rates for Mandatory Areas and Non-Mandatory Areas; and

**WHEREAS**, due to a scrivener's error, the Agreement Performance Period set forth in the Sixth Amendment erroneously stated that the contract end date of the seven (7) year renewal period for Agreement would be December 31, 2026, instead of December 31, 2025; and

**WHEREAS**, as a result of mediation which took place on February 13, 2020, the parties have entered into a Settlement Agreement which incorporates by reference the terms of this Seventh Amendment to the Agreement; and

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

**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. Section 1 of the Sixth Amendment to the Agreement is amended to read as follows:
  1. The Agreement Performance Period ending December 31, 2018 is hereby changed to December 31, 2025 ~~2026~~.
2. Article 30 of the Agreement is amended by adding sentences to the end of subparagraph 30.17.4 as follows:

#### **ARTICLE 30 CONTRACTOR'S DUTIES FOLLOWING COMMENCEMENT DATE**

##### **30.17 HANDLING CUSTOMER COMPLAINTS**

- 30.17.4 The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system at the time the Contractor receives the Complaint. The Contractor shall configure the system in a manner that allows the Contract Administrator to (a) access the system and monitor the complaints from the County's computers, (b) identify the locations of the Customer complaints in real time on a street map, and (c) compare current and historical complaints, by type of complaint and by location. The form of the information collected in the electronic tracking system shall be subject to the Contract Administrator's approval. With the Contract Administrator's approval, the electronic tracking system may be used as the Contractor's complaint log. No later than November 16, 2020, the Contractor shall allow the Contract Administrator to access its electronic tracking system for complaints. As an alternative to allowing access to the

Contractor's complaint tracking system and subject to the Contract Administrator's approval, the Contractor shall submit the complaint data required by this provision to the County for inclusion in the County's GIS mapping system. Any data submitted to the County must be in an electronic format acceptable to the County, contain address and coordinate locations as a field, and identify Missed Collections separately from other complaints. The obligation for the Contractor to submit the complaint data shall commence no later than November 16, 2020, and shall continue every Day through the end of the Agreement Performance Period.

3. Article 34 of the Agreement is amended by adding sentences to the end of paragraph 34.4 as follows:

#### ARTICLE 34 CONTRACTOR'S OFFICE

- 34.4 The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. Such process shall be subject to the Contract Administrator's approval. No later than November 16, 2020, the Contractor shall establish and maintain an identified group of call center personnel having as a primary responsibility the receipt and resolution of complaints, inquiries, and issues from Customers between 8:00 a.m. and 5:00 p.m. Eastern Time Monday through Friday, except Holidays. The Contractor shall use an answering machine or answering service to record messages when the call center is closed. The Contractor shall promptly respond to all recorded calls. At the latest, the Contractor shall respond immediately after opening the Contractor's call center for business on the next Day after the recorded call was received.

4. Article 34 of the Agreement is amended by adding a new paragraph 34.7 as follows:

#### ARTICLE 34 CONTRACTOR'S OFFICE

- 34.7 No later than October 16, 2020, the Contractor shall establish and maintain a full-time position (which the Contractor may designate with a title of its choosing) and employ or contract with a person for such position to fulfill the Customer Service Ombudsman or "CSO" duties described below. The CSO shall:

34.7.1 Be responsible for receiving, acknowledging, and ensuring resolution of "escalated customer service issues," which include:

34.7.1.1 Complaints where more than one (1) inquiry is made (at least twenty-four (24) hours apart) to the Contractor's call center.

34.7.1.2 Complaints referred by the County. If the complaint has not previously been the subject of an inquiry to the Contractor's call center, the CSO can refer the Customer to the call center for assistance.

34.7.1.3 Exigent issues referred by the County or the Contractor's call center, such as a missed street,

- Customers reporting multiple misses, urgent waste collection service needed to mitigate health or animal risk, or a collection vehicle with hydraulic fluid spill.
- 34.7.1.4 All complaints from Customers with Back Door Service to allow for quick resolution.
- 34.7.1.5 Other complaints or issues as determined by the Contract Administrator.
- 34.7.2 Be available to receive and acknowledge escalated customer service issues between 8:00 a.m. and 5:00 p.m. Eastern Time Monday through Friday, except Holidays. The CSO shall use an answering machine or voice message to record messages after regular hours. The CSO shall promptly respond to all recorded calls and voice messages the next business day after the recorded call or voice message was received.
- 34.7.3 Be suitably experienced with residential waste collection services and otherwise familiar with:
- 34.7.3.1 The Contractor's obligations under the Contract;
- 34.7.3.2 The County's geography and road infrastructure;
- 34.7.3.3 The Collection District boundaries; and
- 34.7.3.4 The location and hours of the County's convenience centers and landfill.
- 34.7.4 Maintain a professional demeanor with Customers.
- 34.7.5 Communicate with Customers and the County in a timely manner through various channels to include email, a local (area code 352) telephone number, and text messages.
- 34.7.6 Furnish a written monthly report to the Contract Administrator (or designee) of escalated customer service issues and their resolution to include at least the Customer name, service address, date of the complaint, nature of the complaint, resolution, and date of resolution.
- 34.7.7 Ensure that monthly and annual reports required under the Contract are complete with all information and submitted to the County on time.
- 34.7.8 Work from the Contractor's Hudson, Florida, facilities or other location within or proximate to the County as approved in writing by the Contract Administrator.
- 34.7.9 Attend weekly conference calls with the Contract Administrator by telephone and at least one (1) in-person meeting per month. The CSO shall attend other in-person meetings at the County landfill as requested by the Contract Administrator (or designee).
- 34.7.10 Provide quarterly updates to the Board of County Commissioners at regularly scheduled Board meetings as requested by the Contract Administrator.
- 34.7.11 Assist with developing and distributing educational information to Customers through inserts in local bills, flyers, door hangers, emails, call mail and Facebook/social media opportunities.

**34.7.12**      **Work to improve relationships and restore Customer confidence through opportunities such as participating in community events, neighborhood meetings, public education programs for schools, businesses and civic organizations, and other activities as requested by the Contract Administrator (or designee), Customers and citizens.**

5. No later than November 16, 2020, the Contractor shall submit to the County all outstanding monthly reports and annual reports and furnish all information missing from previously submitted reports and forms required by paragraphs 38.3 and 38.4 of Article 38 of the Agreement.

6. Effective January 1, 2021, Section V of the Agreement is amended by changing the time period in paragraph 3.9.4.2 as follows:

#### **SECTION V – BILLING AND PAYMENT**

##### **3.9.4 ANNUAL ADJUSTMENTS TO RATES FOR COLLECTION SERVICES**

3.9.4.2 If the Contractor is seeking an adjustment, the Contractor shall submit a written request to the Contract Administrator at least one hundred ~~fifty~~ ~~twenty (150 +20)~~ 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.

7. Beginning January 1, 2021, the rates for each residential household utilizing automated carts for 2-1-1 (twice per week garbage collection, once per week yard waste collection, and once per week recycling collection) residential solid waste collection services shall be increased as follows:

<u>Location of Property</u>	<u>Amount per Month</u>
Mandatory Areas (Southwest Hernando County Solid Waste Collection MSBU)	\$13.55
Non-Mandatory Areas (outside MSBU boundaries)	\$13.78

The rates established in this Amendment shall supersede and replace the rates set forth in the Sixth Amendment to the Agreement dated October 24, 2017.

8. All other terms and conditions of the Agreement which do not conflict with this **Seventh 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.

**[The remainder of this page intentionally left blank]**

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

ATTEST: Douglas A. Chorvat, Jr.  
Clerk of the Circuit Court

COUNTY: Hernando County, Florida

BY: Susan B. Depuylla  
Signature

BY: [Signature]  
John Milton, Chairman  
Board of County Commissioners

DATE: 8-11-2020

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

1<sup>st</sup> witness to signature

Printed name of 1<sup>st</sup> witness

2<sup>nd</sup> witness to signature

Printed name of 2<sup>nd</sup> witness

By: [Signature]  
Authorized signature

James G. Amick Jr  
(Printed name of signer)

AREA PRESIDENT - V.P.  
(Printed title of signer)

333 MARBLE MILE RD NW MARIETTA GA 30060  
(Business address of Contractor)

678-290-7352  
(Telephone number of signer)

8/5/2020  
Date

Agreement No. 11-0008	Approval	Date
Landfill Dept.	<u>[Signature]</u>	<u>8/11/2020</u>
Purchasing/Contracts	<u>[Signature]</u>	<u>8/11/2020</u>
County Attorney	<u>[Signature]</u>	<u>8/11/2020</u>

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF Georgia

COUNTY OF Douglas

On this 5<sup>th</sup> of August, 2020, 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 GP, 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, 2023  
(Commission Expiration Date)

