
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): January 7, 2009 (December 31, 2008)

Republic Services, Inc.

(Exact name of registrant as specified in charter)

Delaware

(State or other jurisdiction of incorporation)

1-14267

(Commission File Number)

65-0716904

(IRS Employer Identification No.)

18500 North Allied Way
Phoenix, Arizona

(Address of principal executive offices)

85054

(Zip Code)

Registrant's telephone number, including area code (480) 627-2700

Not Applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240-13e-4(c))
-
-

ITEM 5.02. DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

The Executive Employment Agreement by and between Donald W. Slager and Allied Waste Industries, Inc. dated as of March 2, 2007 (the "Agreement") which was assumed by Republic Services, Inc. (the "Company") on December 5, 2008 was amended by the Company and Mr. Slager on December 31, 2008. The Amendment revises certain provisions of the Agreement in order to comply with Section 409A of the Internal Revenue Code. The Amendment also provides that if Mr. Slager is entitled to retirement payments under the Agreement, they will be paid to him in a single lump sum payment within 30 days following the six month anniversary of his termination of employment. Prior to the Amendment, annual retirement payments equal to 60% of Mr. Slager's average base salary are payable to him over a 10 year period (assuming that he retired under the terms of the Agreement) beginning on the later of the six month anniversary of his termination of employment or age 55. The retirement payments (if otherwise payable) will be converted to a single lump sum amount by using an annual interest rate of 6% and assuming that the 10 annual installments would have commenced upon Mr. Slager's reaching age 55 or, if later, his termination of employment. The Amendment to the Executive Employment Agreement by and between Republic and Mr. Slager is attached hereto as Exhibit 10.1, and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 10.1	Amendment to the Executive Employment Agreement, effective as of December 31, 2008, by and between Republic and Donald W. Slager.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 7, 2009

REPUBLIC SERVICES, INC.

By: /s/ Tod C. Holmes

Tod C. Holmes

Executive Vice President and Chief Financial
Officer (Principal Financial Officer)

By: /s/ Charles F. Serianni

Charles F. Serianni

Senior Vice President and Chief Accounting
Officer (Principal Accounting Officer)

FIRST AMENDMENT
TO
EXECUTIVE EMPLOYMENT AGREEMENT

The Executive Employment Agreement by and between Donald W. Slager (“Executive”) and Allied Waste Industries, Inc. dated as of March 2, 2007 (the “Agreement”), as assumed by Republic Services, Inc. (the “Company”) on December 5, 2008, is hereby amended effective December 31, 2008 as follows:

I. The provisions in Sections 6.2(c), 6.3 (c), 6.4 (c) and 6.5 (c) regarding continued medical, dental and/or vision coverage are revised so that such coverage will equal (rather than be at least equal to) that which Executive would have been provided under Section 4.7 of the Agreement if Executive’s employment had not terminated until the earlier of the dates described in the Agreement; provided that (A) the benefits provided during Executive’s taxable year may not affect the benefits provided to Executive in any other taxable year (except as permitted under Section 409A of the Code and the Treasury Regulations thereunder (“Section 409A”)), and (B) reimbursement of any eligible expenses must be made on or before the last day of Executive’s taxable year following the taxable year in which the expense was incurred, and (C) the right to such continued coverage is not subject to liquidation or exchange for another benefit.

II. The Company will pay or reimburse Executive in a lump sum cash payment in accordance with Sections 6.1, 6.2 (b), 6.3 (b), 6.4 (b) and 6.5 (b), as applicable, within ninety (90) days after the Date of Termination, provided that Executive (or his estate) provides proper documentation of such costs and expenses within thirty (30) days after the Date of Termination.

III. For purposes of determining when payments are made to Executive under the Agreement, the Date of Termination shall be a date that is no earlier than Executive’s separation from service with the Company (whether initiated by Executive or the Company), determined in accordance with Section 409A.

IV. If and to the extent Executive is entitled to full or partial retirement payments under Section 6.4(d) of the Agreement, such payments shall be paid to Executive in a cash lump sum payment within thirty (30) days following the six month anniversary of Executive’s Date of Termination. The amount of the lump sum payment shall equal the lump sum present value of the retirement benefits described in Section 6.4(d)(1) of the Agreement assuming Executive had a termination of employment on December 5, 2008. Such present value shall be determined using (A) an annual interest rate of six percent (6%), and (B) by assuming the ten annual installment payments would have commenced upon Executive’s reaching age fifty-five (55) or, if later, Executive’s Date of Termination.

V. The payment described in Section 6.5(a)(2) of the Agreement, if payable, shall be paid in a single lump sum as described therein provided that the Change in Control constitutes a change in control event (as defined in Section 409A) and the Date of Termination occurs within the eighteen (18) month period following the Change in Control Date. Otherwise, the amount described in Section 6.5(a)(2) of the Agreement, if payable, shall be paid in substantially bi-weekly installments as described in Section 6.3(a)(2) of the Agreement.

VI. If a “Gross-Up Payment” is required to be made by the Company under Section 6.6 (c) of Executive’s Agreement, it shall be made at the time described therein but not later

than the last day of Executive's taxable year next following the taxable year during which Executive remits the related taxes.

VII. The Release required under Section 6.7 of the Agreement shall be provided by Executive prior to the date on which payments are required to be made under the Agreement.

VIII. It is intended that the Agreement comply with Section 409A and the Agreement shall be interpreted, administered and operated accordingly. Nothing herein shall be construed as an entitlement to or a guarantee of any particular tax treatment to Executive.

IX. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The facsimile or email transmission of a signed signature page, by any party to the other(s), shall constitute valid execution and acceptance of this Amendment by the signing/transmitting party.

SIGNATURES ON THE FOLLOWING PAGE

Except as otherwise provided herein, the Agreement shall remain in full force and effect.

DATED this 31st day of December, 2008.

REPUBLIC SERVICES, INC.

By: _____
Name: _____

EXECUTIVE

DONALD W. SLAGER