

UNITED STATES
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) November 25, 2008

REPUBLIC SERVICES, INC.

(Exact Name Of Registrant As Specified In Its Charter)

DELAWARE
(State Or Other Jurisdiction
Of Incorporation)

1-14267
(Commission
File Number)

65-0716904
(IRS Employer
Identification No.)

110 S.E. 6th Street, 28th Floor
Ft. Lauderdale, Florida 33301

(Address Of Principal Executive Offices, Including Zip Code)

Registrant's Telephone Number, Including Area Code (954) 769-2400

(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 (see General Instruction A.2. below):

- 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 1.01. Entry into a Material Definitive Agreement.

On November 25, 2008, Republic Services, Inc. (“Republic”) entered into a Letter Agreement (the “Letter Agreement”) with Allied Waste Industries, Inc. (“Allied”) in furtherance of their respective obligations under the Agreement and Plan of Merger, dated as of June 22, 2008, as amended July 31, 2008 (the “Merger Agreement”), among Republic, RS Merger Wedge, Inc., a wholly owned subsidiary of Republic, and Allied, to use reasonable efforts to ensure that the ratings condition of the Merger Agreement is satisfied. In the Letter Agreement, Republic and Allied agreed to provide, and to cause substantially all of their respective subsidiaries to provide, guaranties of certain indebtedness to the extent any of such parties were not already obligors thereon. Such guaranties shall not become effective, in the case of any Republic and Republic subsidiary guaranties, until the effective date of the merger, and, in the case of any Allied and Allied subsidiary guaranties, until the day after the effective date of the merger. Such guaranties shall otherwise, subject to certain provisions of the Merger Agreement, be in form and substance reasonably acceptable to Republic and Allied. Any release of Republic under any guaranty obligation shall be limited to circumstances pertaining to the termination, satisfaction, discharge or defeasance of the applicable indebtedness which is the subject of such guaranty obligation. The Letter Agreement does not extend to those subsidiaries of Republic and Allied that are not required by the terms of Republic’s \$1.0 billion and \$1.75 billion credit facilities to guaranty, and which do not guaranty, such credit facilities. The obligations of the Letter Agreement will terminate in the event the Merger Agreement terminates or expires in accordance with its terms.

Item 9.01 Financial Statements and Exhibits.(d) Exhibits.

10.1 Letter Agreement, dated November 25, 2008, by and between Republic Services, Inc. and Allied Waste Industries, Inc.

SIGNATURES

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

REPUBLIC SERVICES, INC.

By: /s/ Tod C. Holmes

Tod C. Holmes
Senior Vice President and Chief Financial Officer
(Principal Financial Officer)

By: /s/ Charles F. Serianni

Charles F. Serianni
Vice President and Chief Accounting Officer (Principal
Accounting Officer)

Dated: November 25, 2008

EXHIBIT INDEX

Exhibit Number

Description

10.1 Letter Agreement, dated November 25, 2008, by and between Republic Services, Inc. and Allied Waste Industries, Inc.

November 25, 2008

Allied Waste Industries, Inc.
18500 N. Allied Way
Phoenix, Arizona 85054

Re: Agreement and Plan of Merger, dated as of June 22, 2008, as amended July 31, 2008 ("Merger Agreement"), pursuant to which Republic Services, Inc. ("Republic Parent") will acquire 100% of the outstanding capital stock of Allied Waste Industries, Inc. ("Allied") through a merger of RS Merger Wedge, Inc., a wholly owned subsidiary of Republic Parent, with and into Allied ("Merger").

Ladies and Gentlemen:

We refer to the respective indebtedness of Republic Parent and Allied, and their respective subsidiaries, described on Exhibit A attached hereto ("Indebtedness"). In furtherance of their respective obligations under Section 7.11(d) of the Merger Agreement to use reasonable efforts to ensure that the ratings condition of Section 8.02(e) of the Merger Agreement is satisfied, Republic Parent and Allied each hereby agree to provide, and to cause substantially all of their respective subsidiaries to provide, guaranties of the Indebtedness to the extent any of such parties are not currently obligors thereon; provided however, that: (i) such guaranties shall not become effective, in the case of any Republic Parent and Republic Parent subsidiary guaranties, until the effective date of the Merger, and, in the case of any Allied and Allied subsidiary guaranties, until the day after the effective date of the Merger; (ii) such guaranties shall otherwise, subject to Section 7.11(d) of the Merger Agreement, be in form and substance reasonably acceptable to the parties hereto (provided that any release of Republic Parent under any such guaranty obligation shall be limited to circumstances pertaining to the termination, satisfaction, discharge or defeasance of the applicable indebtedness which is the subject of such guaranty obligation); and (iii) this Agreement does not extend to those subsidiaries of Republic Parent and Allied that are not required by the terms of the Debt Financing (defined on Exhibit A hereto) to guaranty, and which do not guaranty, the Debt Financing.

This Agreement is for the benefit of the parties to the Merger Agreement, and no third party beneficiary is intended. This Agreement does not constitute a guarantee of any of the Indebtedness. The obligations in this Agreement shall terminate and be of no effect in the event that the Merger Agreement terminates or expires in accordance with its terms prior to the closing of the Merger.

Please indicate your acceptance of the understandings and agreement contained herein by having a copy of this letter executed in the space indicated below.

Sincerely,

REPUBLIC SERVICES, INC.

By: /s/ Edward A. Lang III
Edward A. Lang III
Vice President, Finance and Treasurer

Accepted and Agreed:

ALLIED WASTE INDUSTRIES, INC.

By: /s/ Timothy R. Donovan, Esq.
Timothy R. Donovan, Esq.
Executive Vice President, General Counsel and
Corporate Secretary

Exhibit "A"
Description of Indebtedness

- A. (i) \$1,750,000,000 Credit Facility of Republic Services, Inc. pursuant to the Credit Agreement, dated as of September 18, 2008, among Republic Services, Inc., Bank of America, N.A., as Administrative Agent and the lenders party thereto; and
- (ii) \$1,000,000,000 Credit Facility of Republic Services, Inc. pursuant to Credit Agreement, dated as of April 26, 2007, as amended by Amendment No. 1 to Credit Agreement, dated as of September 18, 2008, among Republic Services, Inc., Bank of America, N.A., as Administrative Agent and the lenders party thereto (the Credit Facilities set forth in clauses (i) and (ii) of this paragraph A referred to as the "Debt Financing").
- B. \$375,000,000 7 1/8% Notes due 2009, issued under Indenture, dated as of May 24, 1999, by and between Republic Services, Inc. and The Bank of New York Mellon (f/k/a The Bank of New York), as Trustee.
- C. Notes of Republic Services, Inc., issued under Indenture, dated as of August 15, 2001, as amended and supplemented from time to time, by and between Republic and The Bank of New York Mellon (f/k/a The Bank of New York), as Trustee,
1. \$400,000,000 6.75% Senior Notes due 2011, issued pursuant to First Supplemental Indenture, dated as of August 15, 2001; and
 2. \$275,674,000 6.086% Notes due 2035 issued under Second Supplemental Indenture, dated as of March 21, 2005.
- D. Senior Notes of Allied Waste North America, Inc., issued under Senior Indenture, dated as of December 23, 1998, as amended and supplemented from time to time, by and between Allied Waste North America, Inc., and U.S. Bank National Association (f/k/a U.S. Bank Trust National Association), as Trustee
1. \$350,000,000 6½% Senior Notes due 2010 issued pursuant to the Eleventh Supplemental Indenture, dated as of November 10, 2003;
 2. \$400,000,000 5¾% Senior Notes due 2011 issued pursuant to Twelfth Supplemental Indenture, dated as of January 27, 2004;
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3. \$275,000,000 6³/₈ % Senior Notes due 2011 issued pursuant to Fifteenth Supplemental Indenture, dated as of April 20, 2004;
 4. \$450,000,000 7⁷/₈ % Senior Notes due 2013 issued pursuant to Tenth Supplemental Indenture, dated as of April 9, 2003;
 5. \$425,000,000 6¹/₈ % Senior Notes due 2014 issued pursuant to Thirteenth Supplemental Indenture, dated as of January 27, 2004;
 6. \$400,000,000 7³/₈ % Senior Unsecured Notes due 2014 issued pursuant to Fourteenth Supplemental Indenture, dated as of April 20, 2004;
 7. \$600,000,000 7¹/₄ % Senior Notes due 2015 issued pursuant to Sixteenth Supplemental Indenture, dated as of March 9, 2005;
 8. \$600,000,000 7¹/₈ % Senior Notes due 2016 issued pursuant to Seventeenth Supplemental Indenture, dated as of May 17, 2006; and
 9. \$750,000,000 6⁷/₈ % Senior Notes due 2017 issued pursuant to Eighteenth Supplemental Indenture, dated as of March 12, 2007.
- E. Debentures of Browning-Ferris Industries, LLC (successor to Browning-Ferris Industries, Inc.) ("BFI") issued under the Indenture, dated as of September 1, 1991, as amended and supplemented from time to time, by and between BFI, BBCO, Inc., as Co-Obligor and The Bank of New York Mellon Trust Company, N.A., successor to JPMorgan Chase Bank, National Association, successor to Chase Bank of Texas, National Association, as successor trustee to First City, Texas-Houston, National Association.
1. \$100,000,000 9.25% Debenture due 2021
 2. \$400,000,000 7.40% Debentures due 2035