

**EIGHTEENTH AMENDMENT TO CONTRACT AGREEMENT  
INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT,  
INDIAN RIVER COUNTY, FLORIDA  
SOLID WASTE OPERATIONS AND MAINTENANCE**

**THIS EIGHTEENTH AMENDMENT TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE** (“Eighteenth Amendment”) is entered into as of the \_\_\_ day of October, 2022 by and between Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida, whose address is 1801 27<sup>th</sup> Street, Vero Beach, Florida (hereinafter referred to as the “District” or “SWDD”), and Republic Services of Florida, Limited Partnership, whose address is 3905 Oslo Road, Vero Beach, Florida 32968 (the “Contractor”).

**RECITALS**

**WHEREAS**, on January 1, 2011, SWDD and Contractor entered into that certain Contract Agreement Indian River County Solid Waste Disposal District Indian River County, Florida Solid Waste Operations and Maintenance, as amended by the First Amendment to Contract Agreement, dated February 7, 2012; the Second Amendment to Contract Agreement, dated April 2, 2013; the Third Amendment to Contract Agreement, dated November 12, 2013; the Fourth Amendment to Contract Agreement, dated July 8, 2014; the Fifth Amendment to Contract Agreement, dated November 4, 2014; the Sixth Amendment to Contract Agreement, dated January 20, 2015; the Seventh Amendment to Contract Agreement, dated May 17, 2016; the Eight Amendment to Contract Agreement, dated December 15, 2016; the Ninth Amendment and Extension to Contract Agreement, dated February 21, 2017; the Tenth Amendment to Contract Agreement, dated September 12, 2017; and the Eleventh Amendment to Contract Agreement, dated September 18, 2018; the Twelfth Amendment to Contract Agreement, dated September 10, 2019; and the Thirteenth Amendment to Contract Agreement, dated March 3, 2020; and the Fourteenth Amendment to Contract Agreement, dated July 14, 2020; and the Fifteenth Amendment to Contract Agreement, dated February 16, 2021; the Sixteenth Amendment to Contract Agreement, dated February 1, 2022; and Seventeenth Amendment to Contract Agreement, dated April 5, 2022 (the “Contract”) for the Contractor to operate and maintain the SWDD landfill and customer convenience centers (“CCCs”); and

**WHEREAS**, under the terms of the Contract, the Contractor, at SWDD's request and subject to mutually satisfactory negotiated terms and acceptable compensation, shall provide additional services in connection with the Indian River County Landfill and the customer convenience centers not included above and as required by SWDD; and

**WHEREAS**, the Contractor and SWDD have mutually agreed to revise the Contract as set forth herein.

**NOW THEREFORE**, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. The existing Article 1 – SCOPE OF WORK of the Contract is modified to strike the current Hurricane Preparedness Plan language and replace with the following language:

**Hurricane Preparedness Plan:**

Republic Services has provided a Hurricane Preparedness Plan for the 2022 Hurricane Season and is included as an attachment to this amendment. This plan is intended to allow for the seamless disposal of storm debris at the landfill and at the Customer Convenience Centers with the least amount of effect on the residents of Indian River County. Upon declaration of a state of emergency and as duly authorized by the County Administrator, Republic Services shall provide and be compensated for additional services as outlined in the plan.

3. **Ratification**. Except as specifically provided in this Eighteenth Amendment, all other provisions of the Contract shall remain in full force and effect.

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties have caused this Eighteenth Amendment to be executed by their respective duly authorized officers as of the day and year first written above.

**Attest:**

**(Owner)**

Jeffrey R. Smith, Clerk of Court and  
Comptroller  
By:

**Solid Waste Disposal District  
Indian River County, Florida**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Peter D. O'Bryan, Chairman

**Date Approved by SWDD:** \_\_\_\_\_

**Approved By:**

**Approved as to Form and Legal Sufficiency By:**

\_\_\_\_\_  
Jason E. Brown, County Administrator

\_\_\_\_\_  
Dylan Reingold, County Attorney

**Signed, sealed, and delivered in the presence  
of:**

**Republic Services of Florida, Limited Partnership  
("Contractor")  
By: Republic Services of Florida GP, Inc.,  
its General Partner**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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