

## **FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR RECYCLING SERVICES**

This First Amendment to Interlocal Agreement for Recycling Services (“Amendment”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between St. Lucie County, a political subdivision of the State of Florida (“St. Lucie”), and Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida (“Indian River”).

### **RECITALS**

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) authorizes local governments “to make the most efficient use of their powers by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner” that will benefit both communities; and

**WHEREAS**, Indian River and St. Lucie entered into an Interlocal Agreement for Recycling Services (“Agreement”) that became effective on November 19, 2019;

**WHEREAS**, under the Agreement, Indian River delivers its Recyclable Materials to St. Lucie’s recycling facility (“Facility”) and St. Lucie shares the revenues it obtains from the sale of those Recyclable Materials; and

**WHEREAS**, Indian River also would like to provide St. Lucie’s Facility with Recyclable Materials that Republic Services will collect in the City of Palm Bay, Florida (“Palm Bay”) and transport to Indian River’s Recycling Transfer Facility; and

**WHEREAS**, Indian River is willing to provide Palm Bay’s Recyclable Materials to St. Lucie, and St. Lucie is willing to receive Palm Bay’s Recyclable Materials, subject to the terms and conditions in this Amendment.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, St. Lucie and Indian River agree to comply with and be bound by the following terms and conditions:

Section 1. New Section 17 concerning Recyclable Materials from Palm Bay.

The Agreement is hereby amended by adding a new Section 17, which shall read as follows:

Section 17: Recyclable Materials from City of Palm Bay, Florida.

If Indian River receives Recyclable Materials generated in the City of Palm Bay, Florida (“Palm Bay”), Indian River may combine Palm Bay’s Recyclable Materials

with Indian River's Recyclable Materials and then deliver the combined materials to St. Lucie's Facility. At its option, Indian River also may deliver segregated Loads of Palm Bay's Recyclable Materials to St. Lucie's Facility. In all such cases, Indian River and St. Lucie shall accept, process, and otherwise manage such materials in compliance with the terms and conditions in Sections 1 through 16 of this Agreement. However, notwithstanding anything else contained in this Agreement:

(a) Indian River shall pay a fee of \$45.00 to St. Lucie for each ton of Palm Bay's Recyclable Materials that is delivered to and processed at St. Lucie's Facility; and

(b) for the purposes of calculating the fee owed pursuant to Section 17(a), above, the weight of Palm Bay's Recyclable Materials shall be deemed to be the weight measured or estimated by Indian River when Palm Bay or its agent (currently Republic Services) delivers Palm Bay's Recyclable Materials to Indian River's Recycling Transfer Facility.

Section 2. Continuing Effect of Agreement.

All of the terms and conditions in the Agreement shall remain in full force and effect, except as expressly modified by this Amendment.

Section 3. Filing with Clerk of the Circuit Court.

Pursuant to Section 163.01(11), Florida Statutes, this Amendment and all subsequent amendments shall be filed with the Clerk of the Circuit Court of St. Lucie County and with the Clerk of the Circuit Court of Indian River County. This Amendment and subsequent amendments shall not become effective until they are filed with both clerks. Each Party shall be responsible for the cost of recording such documents with their respective Clerk.

**IN WITNESS WHEREOF**, the Parties have caused the execution of this Agreement by their duly authorized officials on the dates stated below.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

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

BY: \_\_\_\_\_  
Chair

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

BY: \_\_\_\_\_  
County Attorney

**ATTEST:**  
Jeffrey R. Smith, Clerk of Court and  
Comptroller

**SOLID WASTE DISPOSAL DISTRICT  
INDIAN RIVER COUNTY, FLORIDA**

\_\_\_\_\_  
Deputy Clerk  
**(SEAL)**

BY: \_\_\_\_\_  
Chairman

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

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

BY: \_\_\_\_\_  
Dylan Reingold, County Attorney