

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

THIS FIFTEENTH AMENDMENT TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE (“Fourteenth Amendment”) is entered into as of the ___ day of February, 2021 by and between Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida, whose address is 1801 27th 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; 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 (the “Contract”) for the Contractor to operate and maintain the SWDD landfill and customer convenience centers (“CCCs”); and

WHEREAS, on August 18, 2020, the SWDD Board approved a 2.25% Consumer Price Index (CPI) to increase the Class I Landfill MSW rate from \$13.65 per ton to \$13.96 per ton and to increase the Non-Class I Landfill Services from \$3,117,675.94 per year to \$3,187,823.65 per year; and

WHEREAS, on September 15, 2020, the SWDD Board approved a Recyclables Transfer and/or Disposal Procurement Agreement which included a clause for Facility Transition Assistance by the Contractor; 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 include the following:
 - A. **LANDFILL GAS SYSTEM OPERATION AND MAINTENANCE**. The Contractor shall provide the additional annual landfill gas system O&M services in accordance with the attached proposal from SCS Field Services.
 - a. Landfill Gas O&M – Contractor to provide additional O&M services for Calendar Year 2021 which includes additional reporting, maintenance, weekly monitoring of Greenhouse Gas and two flow meter calibrations.
 - b. Excavate and Repair Air Compression System Leak – Contractor will provide the labor, equipment and materials to excavate and repair the air compression system leak. However, SWDD will allow the use of on-site liner materials for the repair of the closure work.
 - B. **FACILITY TRANSITION ASSISTANCE**. The Contractor has agreed to relocate the existing single stream transfer station at no cost to SWDD with the understanding that SWDD is purchasing the necessary replacement parts and a new cover fabric.
3. The existing Article 3 – COMPENSATION of the Contract is modified to include the following:
 - vi) Annual Payment to Contractor for Landfill Gas System O&M shall be increased by \$18,524 for the period of January 1, 2021 through December 31, 2021 or \$1,543.67 per month, which includes a 10% management fee to Contractor. The overall payment for Calendar Year 2021 Non-Class 1 Landfill services shall be adjusted from the current \$3,187,823.65 per year to \$3,206,347.65 or \$267,195.64 per month.
 - vii) A lump-sum payment of \$33,588.50, which includes a 10% management fee to Contractor, for the excavation and repairing of the air compression system leak.
4. **Ratification**. Except as specifically provided in this Fifteenth Amendment, all other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifteenth 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

Joseph E. Flescher, 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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