

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

THIS TWELFTH AMENDMENT TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE (“Twelfth Amendment”) is entered into as of the ___ day of August, 2019 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; and the Eleventh Amendment to Contract Agreement, dated September 18, 2018 (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 2019 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 Twelfth 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 Twelfth 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

Bob Solari, Chairman

Date Approved by SWDD: _____

Approved By:

Approved as to Form and Legal Sufficiency By:

Jason E. Brown, County Administrator
Per Resolution 2019-58

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: _____

[remainder of page intentionally left blank]

2019 Hurricane Preparedness Plan
Indian River County Landfill and Customer Convenience Centers
Managed by Republic Services of Florida, Limited Partnership (Republic Services)

This hurricane preparedness operation plan for the operation of the Indian River County Landfill (Landfill) and Customer Convenience Centers (CCC) by Republic Services pursuant to that certain Contract Agreement with Indian River County Solid Waste Disposal District, Indian River County, Florida Solid Waste Operations and Maintenance, as amended, is intended to allow for the seamless disposal of storm debris with the least amount of effect on residents of Indian River County.

1. Once a named storm is tracked to the Central Coast of Florida in the proximity of Indian River County, Republic Services will have all of the material at the CCCs emptied by hauling the waste to the Indian River County Landfill. Republic Services will continue the operations of both the Landfill and the CCCs until a decision for closure is made. Republic Services and Indian River County will communicate in good faith and with the intent to come to a mutually agreeable decision with respect to the closure of the Landfill and the CCCs that takes into account the safety and protection of personnel and property.

2. Republic Services will develop a "Timeline for Closing" plan with Indian River County which will take into account Republic Services' corporate requirements (including the safety of personnel, property and assets) and Indian River County's cleanup needs. A conceptual closing and opening plan is provided below; the conceptual plan remains subject to change, depending on the requirements of the situation.

3. Republic Services will return to the Landfill and the CCCs as soon as it is safe to do so after the storm (i.e., upon issuance of an "all clear" to travel on county roads by IRC Emergency Services). Republic Services' first priority with respect to services provided to Indian River County will be to assess and document damages at the Landfill and the CCCs and to assist in reopening all of the facilities as soon as possible.

4. There may be additional costs to Indian River County to operate the Landfill and CCCs before or after the storm as detailed below. In order to facilitate the inflow of additional storm debris material, the operation of the Landfill may result in additional costs in order to effectively manage the material and comply with all state and federal statutes. Republic Services will provide Indian River County with all documentation associated with the additional services provided to return the Landfill and the CCCs to normal operations. Such documentation will include time sheets, truck counts including container sizes and any additional information reasonably requested by Indian River County to verify the costs, and shall include information related to pre-storm services and operations. Baseline information, for services and operations prior to the storm, including number of employees, shall be provided with the documentation.

A) CCC Personnel Costs:

The personnel costs consist of the costs to bring employees in for hours in addition to usual and customary hours. Further, if clean-up efforts require additional man-hours to perform proper operation of the CCCs, this will require employees to work beyond usual and customary hours and will require Republic Services to recoup the extra costs. The below amount covers the cost per man-hour to open for additional days/times and/or the additional time required to effectively operate the CCC post-hurricane. In order to provide for an expedited cleanup, Republic Services may employ additional employees from traffic control in order to safely navigate hauling trucks into and out of the CCCs. This will require additional employees and will require Republic Services to recoup the extra costs. If pre-storm cleanup of the CCCs is required in order to handle the additional materials from the storm, this will require additional employees and will require Republic Services to recoup the extra costs.

Cost for CCC laborer man-hour: \$41.99/hour/man

B) CCC Operating Costs:

Republic Services will make commercially reasonable efforts to clean up all storm debris at the CCCs in a timely manner. If Indian River County requests expedited clean up, Republic Services will hire third party personnel and clam truck services to perform duties.

Cost for CCC operations pre or post-hurricane is based on the cost for hauling additional tonnage from CCC to Indian River County Landfill as detailed below.

C) CCC Hauling Costs:

In order to segregate the tonnage of storm debris from normal waste at the CCCs, the average yard waste and average garbage hauled to the Indian River County Landfill for the previous 6 months for all of the CCC's is included as an attachment which will be the basis for determining the impact of the storm debris. Any additional tonnage over the monthly average in the 2 months following the storm that is hauled to the Indian River County Landfill from the CCCs, shall be considered storm debris and shall be charged at the incremental rate stated below.

In order to convert the tonnage hauled to a yardage measurement, the appropriate conversion rate shall be: 1 cubic yard = 300 lbs.

Cost for hauling additional tonnage from CCC to Indian River County Landfill: \$17.00/cubic yard (This rate is subject to negotiation to mutually agreeable rate if market conditions have drastically been impacted by the storm)

D) Landfill Equipment Costs:

Republic Services will use commercially reasonable efforts to effectively and efficiently use all current equipment to manage excessive storm debris. Republic Services shall keep all current equipment in working order. SWDD is not responsible for additional equipment needed as a replacement for failure of equipment needed for normal operations. Notwithstanding the foregoing, renting equipment to provide incremental assistance may be required, but such equipment may not be available in the immediate aftermath of a storm. If additional equipment is required and becomes available, Republic Services will rent such required additional equipment, and Indian River County will reimburse Republic Services for Republic Services' cost of rental of such additional equipment, without markup. Republic Services will also attempt to mobilize equipment from other Republic Services operating divisions, and Indian River County will reimburse Republic Services for any additional costs incurred by Republic Services for such mobilization and usage of equipment from other Republic Services operating divisions, without markup. Republic Services will notify and obtain written approval from Indian River County of any rental or mobilization of such additional equipment.

Cost for Landfill Equipment mobilization and usage: to be determined by Republic Services, based on availability

E) Landfill Additional Costs:

In case of catastrophic damage, Republic Services may incur additional costs to operate the Indian River County Landfill, and such additional costs shall be reimbursed by Indian River County provided there is sufficient documentation and that Republic Services has notified and obtained written approval for these additional costs. Examples of such costs are: additional rock to shore up access roads to allow traffic flow to the Landfill waste reception area; additional costs to pump excessive leachate to not overwhelm the current system. In preparation for any catastrophic storm event, Republic Services can accumulate rock and cover at the Indian River County Landfill. If Indian River County elects to absorb costs for accumulation of rock and cover, the associated costs will be provided to the County for approval prior to purchase and accumulation.

Landfill Additional Costs: to be determined by Republic Services, based on necessity.

5. Conceptual Closing / Opening Plan. The conceptual plan and timeline noted below are by way of example only, and are subject to change depending upon storm size/scope/severity and upon input from Republic Services and Indian River County. The safety of personnel, property, and equipment is Republic Services' top priority, and Republic Services acknowledges that Indian River County desires to re-open the Landfill and the CCCs as soon as possible after a storm.

A) Pre-Storm. Upon the approach of a named storm, Republic Services and Indian River County will conduct daily conference calls as part of planning and preparation. These calls will take place at 3pm or a mutually agreed upon time.

I) Between 48-72 Hours Out

- a. Close Oslo and Fellsmere.
- b. Redeploy Oslo and Fellsmere staff to other CCCs to assist as necessary, allowing Republic Services employees to rotate out to prepare their families and homes. In addition, it allows Republic Services equipment to be used at other CCCs in preparation after Oslo and Fellsmere are cleaned and ready for post storm.
- c. Conduct PSA to inform residents and businesses.

II) Between 24-48 Hours Out

- a. Suspend all garbage and recycle collection.
- b. All haulers advised of anticipated Landfill closure so they can have their trucks dumped and ready for post storm clean up.

III) Between 12-24 Hours Out

- a. All CCCs and Landfill closed to public.
- b. Haulers contacted.
- c. Begin shut down of Landfill operations and prepare road base for post storm.

B) Post-Storm. Following the removal of any restrictions/travel bans, Republic Services and SWDD will conduct an inspection of the Landfill and equipment, and an inspection of the CCCs, as soon as possible, and report its findings to Indian River County.

I) A staggered opening of CCCs will occur, with Oslo and Fellsmere being first, allowing the other 3 CCCs to be cleaned and prepped for opening.

II) Additional resources will be contacted and in place to deploy at Republic Services' direction.

III) Between 24-72 Hours Post-Storm (depending on severity)

- a. Resume normal garbage and recycle collection.
- b. Alternate sites identified, if necessary, for storm debris.

ALL CUSTOMER CONVENIENCE CENTERS TOTAL

WASTE MATERIALS COLLECTED	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	6-Month Average
GAR: GARBAGE	1,240.01	1,411.45	1,258.43	1,211.75	1,300.57	1,253.12	1,279.22
LOAD COUNT	213.00	223.00	231.00	232.00	233.00	218.00	225.00
YDT: YARD TRASH	471.27	570.38	489.90	455.49	444.92	447.95	479.99
LOAD COUNT	143.00	166.00	173.00	165.00	171.00	156.00	162.33