

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

THIS NINTH AMENDMENT AND EXTENSION TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE (“Ninth Amendment”) is entered into as of the ___ day of _____, 2017 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; and the Eight Amendment to Contract Agreement, dated December 15, 2016 (the “Contract”) for the Contractor to operate and maintain the SWDD landfill and customer convenience centers (“CCCs”); and

WHEREAS, the Contractor and SWDD have mutually agreed to renew the Contract for one additional seven year period; 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. **Renewal**. Pursuant to Article 2- Term of Contract of the Contract, the Contractor and SWDD hereby agree to renew the Contract for the additional seven (7) year period, beginning January 1, 2018 (the “Renewal Term Start Date”) and ending December 31, 2024 (the “Renewal Term”).
3. **Pricing**.

- a. Class 1 Landfill Operations Rates. SWDD and the Contractor agree that beginning on January 1, 2018, and during the Renewal Term, compensation to the Contractor for the Class 1 landfill operations including the landfill GCCS O&M shall be Thirteen Dollars and Twenty Five Cents (\$13.25) per ton of municipal solid waste (MSW) and construction & demolition (C&D) debris disposed in the Class 1 landfill (“Class 1 Rates”), subject to annual escalation as set forth in section 4 below. For purposes of clarity, the first such annual escalation shall be effective on January 1, 2019.
 - b. Non Class 1 Landfill Operations Rates. SWDD and the Contractor agree that beginning on January 1, 2018, and during the Renewal Term, compensation to the Contractor for the Contractor’s operation and management of the non-Class 1 landfill portions of the Landfill, as more specifically detailed in the Contract, shall be \$2,974,004.79 per year (the “Non-Class 1 Rates”), subject to annual escalation as set forth in Section 4 below. For purposes of clarity, the first such annual escalation shall be effective on January 1, 2019. The annual rate is inclusive of the single stream recycling services provided at the Municipal Recycling Facility, the single stream recycling services provided at Blue Cypress and the waste container provided at the yard waste facility. The annual expense set forth in 3(ii) (3) of the Seventh Amendment to Contract Agreement, dated May 17, 2016, shall terminate on December 31, 2017.
4. **Annual Escalation.** Effective as of the Renewal Term Start Date, Sections viii and ix of Article 3- Compensation of the Contract shall be of no further force or effect, and the adjustment for both the Class 1 Rates and the Non-Class 1 Rates shall not exceed 100 percent of the change of the Consumer Price Index (CPI), specifically. The Urban Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Southern States. Downward adjustments resulting from a negative CPI shall be made by SWDD, when appropriate, without a request from the Contractor. The adjustment shall be computed as follows: For each subsequent year of the Contract, the net percentage change shall be 100 percent of the difference between the CPI as of the immediately preceding January and the second preceding January divided by the CPI as of the second preceding January. Such annual escalation shall be capped at a maximum of three percent (3%). The following formula shall be used:

$$\text{Cost Adjustment} = \frac{X_2 - X_1}{X_1} + 1$$

$X_1 = \text{CPI for second preceding January}$
 $X_2 = \text{CPI for immediate preceding January}$

5. **Operational Optimization of CCCs.** SWDD may elect, at any time during the Renewal Term and in its sole and absolute discretion, to alter the operation of one or more CCCs (including, without limitation, the closure of one or more CCCs) for the purpose of optimizing the waste collection system. SWDD shall notify the Contractor of such election in writing (the “Alteration Notification”), and such Alteration Notification shall contain specific direction from SWDD as to alterations the Contractor is required to make. The

Contractor shall, within sixty (60) days of receipt of the Alteration Notification, alter the services provided to such CCC (the "Affected CCC") as directed by SWDD in the Alteration Notification. Subsequent to alteration of the services provided to the Affected CCC, the Contractor will provide SWDD with information identifying cost savings and cost increases for the Affected CCC, as well as cost savings and cost increases for any other CCCs caused by the SWDD-directed alteration of services provided to the Affected CCC based on a comparison of the immediate 6 months prior to the alteration of the services and the subsequent 6 months after the alteration of the services. The Contractor will identify the Affected CCCs and will provide the SWDD with a formula for the calculation of these savings and and/or increases. The example formula attached hereto as Schedule 5 identifies factors which may be considered and includes an example of a calculation method which may be used to determine pricing related to any such alteration of the Affected CCCs. The Contractor will pass through to SWDD fixed and variable cost savings resulting from the SWDD-directed alteration of Affected CCCs. For purposes of clarity, to the extent that any materials are diverted from an Affected CCC to a non-Affected CCC, any cost increases to the Contractor related to such diversion shall reduce the cost savings to SWDD.

6. **Other Revisions to Contract.** The parties acknowledge that recycling services are and shall continue to be provided on a single-stream basis.
7. **Ratification.** Except as specifically provided in this Ninth 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 Ninth 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 T. Reingold, Esq., 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]

SCHEDULE 5

Example of Formula

$$\text{Savings} = FC + (P * T_A * D_A)$$

FC = Fixed Cost at the Affected CCC

P = percent of waste that is out of the system

T_A = Tons at the Affected CCC

D_A = Revenue rate per ton at Affected CCC

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