

**SECOND EXTENSION AND AMENDMENT TO AGREEMENT  
FOR OPERATIONS OF THE BIOSOLIDS DEWATERING FACILITY, SLUDGE DEWATERING  
AND HAULING**

This Second Extension and Amendment (Second Extension) to that certain Agreement to provide Operations of the Biosolids Dewatering Facility, Sludge Dewatering and Hauling services is entered into effective as of January 1, 2020 by and between Indian River County, a political subdivision of the State of Florida ("County") and Synagro South, LLC ("Contractor").

**BACKGROUND RECITALS**

**WHEREAS**, the County and the Contractor entered into an Agreement for Operations of the Biosolids Dewatering Facility, Sludge Dewatering and Hauling Services effective March 1, 2016; and

**WHEREAS**, Paragraph 7 of the Agreement contains the term and renewal provisions; and

**WHEREAS**, the first term commenced effective as of March 1, 2016 and ended on February 28, 2019; and

**WHEREAS**, the first extension commenced effective as of March 1, 2019 and will terminate on February 29, 2020; and

**WHEREAS**, Paragraph 4 of the Agreement authorizes Contractor to request modification to pricing annually; and

**WHEREAS**, pursuant to the Agreement, the parties desire to extend the Agreement for an additional one year period and add certain provisions to the Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Contractor agree as follows:

1. The background recitals are true and correct and form a material part of this First Extension.
2. The second renewal term shall commence effective March 1, 2020 and shall end on February 28, 2021; no additional renewals are available.
3. Contractor has requested and County has agreed to a 1.33% increase in pricing from \$0.0279 to \$0.0283 per gallon for hauling and from \$208.08 to \$210.86 per ton for dewatering, beginning on January 1, 2020.
3. All other terms and provisions of the Agreement shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Extension to be executed effective the day and year first set forth above.

**OWNER:**

INDIAN RIVER COUNTY \_\_\_\_\_

By: \_\_\_\_\_, Chairman

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Designated Representative:  
Name: Richard Meckes  
Title: Wastewater Superintendent  
Utilities Operations  
4350 41<sup>st</sup> Street  
Vero Beach, FL 32967  
(772) 226-3400  
Facsimile: (772) 226-3419

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
(Contractor)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)