

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

This First Extension and Amendment (First Extension) to that certain Agreement to provide Operations of the Biosolids Dewatering Facility, Sludge Dewatering and Hauling services is entered into effective as of _____ 2019 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 will end on February 28, 2019; 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 first renewal term shall commence effective March 1, 2019 and shall end on February 29, 2020; one additional renewal term is available beyond this first renewal.
3. Contractor has requested and County has agreed to a 1.5% increase in pricing from \$0.0275 to \$0.0279 per gallon for hauling and from \$205.00 to \$208.00 per ton for dewatering, beginning on the effective date of this extension and amendment.
4. Paragraph 9.06 of the Agreement is replaced in its entirety as follows:
 - A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - (1) Keep and maintain public records required by the County to perform the service.
 - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the

County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

4. The following terms are added to the Agreement:

A. Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

B. Owner may terminate this Contract if Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

C. Owner may terminate this Contract if Contractor, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

5. 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 First Extension to be executed effective the day and year first set forth above.

OWNER:

INDIAN RIVER COUNTY

By: _____
Bob Solari, 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 41st 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.)