

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

THIS EIGHTH AMENDMENT TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE (“Eighth Amendment”) is entered into as of the 15 day of December, 2016 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, FL 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 (the “Contract Agreement”) for the Contractor to operate and maintain the SWDD landfill and customer convenience centers; and

WHEREAS, the Contract Agreement was amended by the First Amendment to Contract Agreement, dated February 7, 2012, amended by the Second Amendment to Contract Agreement, dated April 2, 2013, amended by the Third Amendment to Contract Agreement, dated November 12, 2013, amended by the Fourth Amendment to Contract Agreement, dated July 8, 2014, amended by the Fifth Amendment to Contract Agreement, dated November 4, 2014, amended by the Sixth Amendment to Contract Agreement, dated January 20, 2015, and amended by the Seventh Amendment to Contract Agreement, dated May 17, 2016 (the Contract Agreement and all amendments thereto is hereinafter referred to as the “Contract”); and

WHEREAS, the Contract is for a term of seven years, which can be extended for one additional seven year period at the mutual agreement of the Contractor and SWDD; and

WHEREAS, under the Contract, SWDD is required to notify the Contractor no later than December 31, 2016 of its intent to renew or not to renew the Contract; and

WHEREAS, the Contractor and SWDD agree to negotiate the provisions of the seven year extension period.

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. **Notification of Intent to Renew**. Pursuant to Article 2- Term of Contract of the Contract, SWDD hereby notifies the Contractor of SWDD’s intent to renew the Contract

for the additional seven (7) year period, beginning January 1, 2018 and ending December 31, 2024 (the “Renewal Term”), subject to the limitations set forth in section 3, below.

3. **Renewal Term Provisions.** SWDD and the Contractor will negotiate and mutually agree on provisions that will apply during the Renewal Term, to be memorialized in an amendment to the Contract. SWDD and the Contractor anticipate and intend that the amendment containing such provisions will be executed on or before February 28, 2017 (the “Renewal Amendment”); however, SWDD and Contractor may mutually agree to extend such negotiation period. SWDD and Contractor both acknowledge that in the event the parties are unable to mutually agree upon provisions to be included in the Renewal Amendment, then SWDD shall have the right to withdraw the notice of intent to renew set forth in section 2 above. Notice of such withdrawal shall be provided by SWDD to Contractor by March 10, 2017 (or, if the negotiation period is extended by the parties as contemplated above, by ten (10) days after the end of the extended negotiation period).
4. **Disposal Pricing.** Contingent on the execution by both parties of the Renewal Amendment, SWDD and the Contractor agree that beginning on January 1, 2018, and during the Renewal Term, compensation to the Contractor for the Class I 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, subject to annual escalation pursuant to the terms of the Renewal Amendment.
5. **Ratification.** Except as specifically provided in this Eighth 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 Eighth Amendment to be executed by their respective duly authorized officers as of the day and year first written above.

Attest:

Jeffrey R. Smith, Clerk of Court and
Comptroller
By:

(Owner)

**Solid Waste Disposal District
Indian River County, Florida**

Deputy Clerk

Joseph E. Flescher, Chairman

Date Approved by SWDD: _____

Approved By:

Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency By:

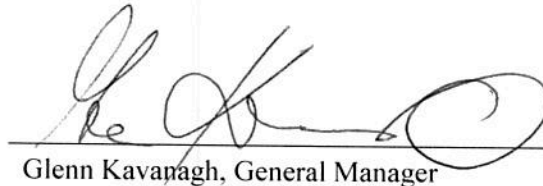
Dylan T. Reingold, Esq., County Attorney

**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**



Witness



Glenn Kavanagh, General Manager

12/15/16

Date

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