

## **TERMINATION OF RECYCLABLES TRANSFER, PROCESSING & MARKETING SERVICES AGREEMENT**

**THIS TERMINATION OF RECYCLABLES TRANSFER, PROCESSING & MARKETING SERVICES AGREEMENT** (“Termination”) is made and entered into as of this \_\_\_ day of November, 2019, by and between the Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida, whose address is c/o Department of Utility Services, 1801 27th Street, Vero Beach, FL (hereinafter “SWDD”) and Tropical Exchange Corp., a Florida Corporation, d/b/a Tropical Recycling, 2625 Electronics Way, West Palm Beach, FL, 33407 (hereinafter “Tropical” or the “Processor”).

### **RECITALS**

**WHEREAS**, on August 21, 2012, SWDD and ReCommunity entered into a Recyclables Transfer, Processing & Marketing Services Agreement (“Agreement”); and

**WHEREAS**, per the First Amendment to and Assignment of Recyclables Transfer, Processing & Marketing Services Agreement (“First Amendment”), dated July 14, 2015, ReCommunity assigned the Agreement to Tropical with the prior express written consent of SWDD; and

**WHEREAS**, per the Second Amendment to Recyclables Transfer, Processing & Marketing Services Agreement (“Second Amendment”), dated September 18, 2018, SWDD extended a two-year option to the Agreement with Tropical to terminate on August 31, 2022; and

**WHEREAS**, on August 12, 2019, Tropical’s processing facility experienced adverse weather conditions which resulted in a roof collapse; and

**WHEREAS**, on October 9, 2019, the City of Ft. Pierce issued a notice of condemnation for the entire building making it impossible for Tropical to perform under the Agreement; and

**WHEREAS**, SWDD and Tropical have mutually agreed to terminate the Agreement prior to August 31, 2022; and

**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. **Termination of Agreement**. The Agreement and all amendments to the Agreement shall terminate upon execution of this Termination by both parties.
3. **Survival of Obligations**. Per section 9.4(d) of the Agreement, notwithstanding the termination of the Agreement and all amendments to the Agreement, any duty or obligation of a party which has not been fully observed, performed and/or discharged and any right, which has been created for the benefit of a party and which has not been fully enjoyed,

enforced and/or satisfied shall survive this Termination until such duty or obligation has been fully observed, performed or discharged and such right has been fully enjoyed, enforced and satisfied.

- 4. **Title to Recyclables.** Per section 4.3(c) of the Agreement, title to all recyclables loaded onto Tropical vehicles on or before August 12, 2019, still remains with Tropical.

**IN WITNESS WHEREOF**, SWDD and Tropical have executed this instrument this \_\_ day of November, 2019.

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

By: \_\_\_\_\_  
Deputy Clerk

INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT

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

BCC approved: \_\_\_\_\_  
Date

APPROVED:

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

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

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

WITNESSES:

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

TROPICAL EXCHANGE CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_