## FOURTH EXTENSION AND AMENDMENT TO AGREEMENT FOR OPERATIONS of the BIOSOLIDS DEWATERING FACILITY, SLUDGE DEWATERING, AND HAULING

This Fourth Extension and Amendment to that certain Agreement to provide Operations of the Biosolids Dewatering Facility, Sludge Dewatering, and Hauling is entered into effective as of <u>March 1, 2025</u>, 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 effective March 1, 2021; and

WHEREAS, Article 3 of the Agreement contains the term and renewal provisions; and

WHEREAS, the first term commenced effective as of March 1, 2021 and ended on February 28, 2022; and

WHEREAS, the first extension commenced effective March 1, 2022, and ended on February 28, 2023; and

WHEREAS, the second extension commended effective March 1, 2023, and ended on February 28, 2024; and

**WHEREAS**, the third extension commenced effective March 1, 2024, and shall end on February 28, 2025; and

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

**WHEREAS**, the parties desire to amend Article 4 –Exhibit A Pricing;

**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 Fourth Extension.
- 2. The fourth renewal term shall commence effective March 1, 2025, and shall end on February 28, 2026. This is the final extension available on the Agreement.
- 3. The Exhibit A Pricing is amended to reflect new unit price and total pricing as follows:

Location	Estimated Hauling Quantity	Unit Price/gal	Total Extended Price
South Regional WWTF			
2500 6 <sup>th</sup> Avenue SW	2,000,000 gals	\$0.0342	\$68,400
Vero Beach, FL			
West Regional WWTF			
8405 8 <sup>th</sup> Street	7,000,000 gals	\$0.0342	\$239,400
Vero Beach, FL			
Central Regional WWTF			
3550 49 <sup>th</sup> Street	5,000,000 gals	\$0.0342	\$171,000
Vero Beach, FL			
Total Annual Hauling Price		\$467,600	
Processing/Dewatering	Estimated Quantity	Price per dry tons produced	Total Processing Price
Sludge and Septage Dewatering	2,500 dry tons	\$264.81	\$662,025
Total Annual Cost Hauling and Processing		\$1,140,825	

<sup>4.</sup> 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 Fourth Extension and Amendment to be executed effective the day and year first set forth above.

SYNAGRO SOUTH, LLC	INDIAN RIVER COUNTY, FLORIDA. BOARD OF COUNTY COMMISSIONERS		
By:	By: Joseph E. Flescher, Chairman		
Printed name: Title:			
(Corporate Seal)			
Date:	Attest: Ryan L. Butler, Clerk of Circuit Court and Comptroller		
	By: Deputy Clerk		
	Approved:		
	John A. Titkanich, Jr.		
	County Administrator		
	Approved as to form and legal sufficiency:		
	Jennifer W. Shuler County Attorney		