

**THIRD AMENDMENT TO
RECYCLABLES TRANSFER, PROCESSING & MARKETING SERVICES
AGREEMENT**

THIS THIRD AMENDMENT (“Amendment”) to for Recyclables Transfer, Processing & Marketing Services Agreement (the “Agreement”), is made and entered into as of this ____ day of July, 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”).

WHEREAS, on August 21, 2012, SWDD and ReCommunity entered into the 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, Tropical has been providing Single Stream recycling processing services under the Agreement beginning October 1, 2015; and

WHEREAS, Tropical is being paid a Processor’s Fee of \$88.00/ton and is providing a revenue share of 75.1% for Single Stream recycling under the extended initial term; and

WHEREAS, Tropical is compensating SWDD for landfill residue disposal at a rate of \$19.08 and landfill cover materials at a rate of \$7.00 per ton; and

WHEREAS, Tropical has expressed that the contamination rate for the Program Recyclables from Indian River County have exceeded 20%; and

WHEREAS, SWDD is providing temporary allowances to address single stream contamination until such a time as formal policy changes are adopted by SWDD or until the Recyclables contain twenty percent (20%) or less Rejects by volume, whichever occurs first;

NOW, THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein.

Section 2. Amendment of Article IV of the Agreement (Processor Responsibilities)

Subsection (c) of Section 4.4, Processing and Marketing, of Article IV of the Agreement is amended to add the following language as indicated below:

- (c) Landfill Residue Disposal Rate. Tropical has requested to return the residue from their processing to the Indian River County Landfill. Tropical is hereby agreeing to pay the Landfill Residue Disposal Rate which has been calculated to be \$19.08 per ton, to be adjusted annually as part of the SWDD Assessment Rate Resolution process. See attached rate calculation sheet provided as Exhibit A to this Amendment. Starting July 1, 2019, Tropical will not pay the Landfill Residue Disposal Rate for the first 35% of the previous month's Program Recyclables that are returned to SWDD for disposal until such a time as formal policy changes are adopted by SWDD, or the Recyclables contain twenty percent (20%) or less Rejects by volume, whichever occurs first.

Section 3. Remaining Provisions. All other provisions of the Agreement, First Amendment and Second Amendment shall remain in full force and effect.

(Remainder of this page is intentionally left blank)

INDIAN RIVER COUNTY SOLID
WASTE DISPOSAL DISTRICT

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

By: _____
Deputy Clerk

By: _____
Bob Solari, Chairman

BCC approved: _____
Date

APPROVED:

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: _____
Jason E. Brown
County Administrator

By: _____
Dylan Reingold
County Attorney

WITNESSES:

TROPICAL EXCHANGE CORP.

By: _____

Name: _____

Title: _____

Dated: _____
