

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

**THIS TWENTY SECOND AMENDMENT AND EXTENSION TO CONTRACT AGREEMENT INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, INDIAN RIVER COUNTY, FLORIDA SOLID WASTE OPERATIONS AND MAINTENANCE** (“Twentieth Amendment”) is entered into as of the \_\_\_ day of \_\_\_\_\_, 2023 by and between Indian River County Solid Waste Disposal District, a dependent special district of Indian River County, Florida, whose address is 1801 27<sup>th</sup> 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, Florida 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, as amended by the First Amendment to Contract Agreement, dated February 7, 2012; the Second Amendment to Contract Agreement, dated April 2, 2013; the Third Amendment to Contract Agreement, dated November 12, 2013; the Fourth Amendment to Contract Agreement, dated July 8, 2014; the Fifth Amendment to Contract Agreement, dated November 4, 2014; the Sixth Amendment to Contract Agreement, dated January 20, 2015; the Seventh Amendment to Contract Agreement, dated May 17, 2016; the Eighth Amendment to Contract Agreement, dated December 15, 2016; the Ninth Amendment and Extension to Contract Agreement, dated February 21, 2017; the Tenth Amendment to Contract Agreement, dated September 12, 2017; the Eleventh Amendment to Contract Agreement, dated September 18, 2018; the Twelfth Amendment to Contract Agreement, dated September 10, 2019; the Thirteenth Amendment to Contract Agreement, dated March 3, 2020; the Fourteenth Amendment to Contract Agreement, dated July 14, 2020; the Fifteenth Amendment to Contract Agreement, dated February 16, 2021; the Sixteenth Amendment to Contract Agreement, dated February 1, 2022; the Seventeenth Amendment to Contract Agreement, dated April 5, 2022; the Eighteenth Amendment to Contract Agreement, dated October 18, 2022; the Nineteenth Amendment to Contract Agreement, dated January 31, 2023; the Twentieth Amendment to Contract Agreement, dated March 7, 2023; and the Twenty First Amendment to Contract Agreement, dated May 16, 2023 (the “Contract”) for the Contractor to operate and maintain the SWDD landfill located at 1325 74<sup>th</sup> Avenue SW, Vero Beach, Florida (the “Landfill”) and customer convenience centers (“CCCs”); and

**WHEREAS**, the Contractor and SWDD have mutually agreed to renew the Contract for an additional nine-month period; and

**WHEREAS**, the Contractor and SWDD have mutually agreed to revise the Contract as set forth herein.

**WHEREAS**, the Contractor and SWDD have mutually agreed to revise the Contract as set forth herein.

**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. **Extension**. Pursuant to Article 2- Term of Contract of the Contract, the Contractor and SWDD hereby agree to renew the Contract for the additional nine (9) month period, beginning January 1, 2025 (the “Extension Term Start Date”) and ending September 30, 2025 (the “Extension Term”).
3. **Pricing**.
  - a. **Class 1 Landfill Operations Rates**. SWDD and the Contractor agree that beginning on January 1, 2025, and during the Extension Term, compensation to the Contractor for the Class 1 landfill operations shall be Sixteen Dollars and Twenty Six Cents (\$16.26) per ton of municipal solid waste (MSW) and construction & demolition (C&D) debris disposed in the Class 1 landfill (“Class 1 Rates”).
  - b. **Non Class 1 Landfill Operations Rates**. SWDD and the Contractor agree that beginning on January 1, 2025, and during the Extension Term, compensation to the Contractor for the Contractor’s operation and management of the non-Class 1 landfill portions of the Landfill, as more specifically detailed in the Contract, shall be a 7% increase to the Calendar 2024 per year rate (the “Non-Class 1 Rates”).
4. **Ratification**. Except as specifically provided in this Twenty Second Amendment and Extension, all other provisions of the Contract shall remain in full force and effect.

*[signature page follows]*

**IN WITNESS WHEREOF**, the parties have caused this Twenty Second Amendment and Extension to be executed by their respective duly authorized officers as of the day and year first written above.

**Attest:**

Ryan L. Butler, Clerk of Court and  
Comptroller  
By:

**(Owner)**

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

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Joseph H. Earman, Chairman

**Date Approved by SWDD:** \_\_\_\_\_

**Approved By:**

**Approved as to Form and Legal Sufficiency By:**

\_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

\_\_\_\_\_  
William K. DeBaal, 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**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Title: \_\_\_\_\_

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