

**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 March 1, 2025, 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 commenced 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 th Avenue SW Vero Beach, FL | 2,000,000 gals | \$0.0342 | \$68,400 |
| West Regional WWTF 8405 8 th Street Vero Beach, FL | 7,000,000 gals | \$0.0342 | \$239,400 |
| Central Regional WWTF 3550 49 th Street Vero Beach, FL | 5,000,000 gals | \$0.0342 | \$171,000 |
| 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 | |

4. 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: _____
Printed name: _____
Title: _____

By: _____
Joseph E. Flescher, Chairman

(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