

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

THIS TWENTIETH AMENDMENT 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 27th 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; and the Nineteenth Amendment to Contract Agreement, dated January 31, 2023 (the “Contract”) for the Contractor to operate and maintain the SWDD landfill located at 1325 74th Avenue SW, Vero Beach, Florida (the “Landfill”) and customer convenience centers (“CCCs”); and

WHEREAS, under the terms of the Contract, the Contractor, at SWDD’s request and subject to mutually satisfactory negotiated terms and acceptable compensation, shall provide additional services in connection with the Landfill and the CCCs not included above and as required by SWDD; and

WHEREAS, Indian River Sustainability Center LLC (“IRSC”) operates (through its contractor) an evaporation plant (the “Evaporation Plant”) at the Landfill; and

WHEREAS, residual from leachate processing performed at the Evaporation Plant (“Residual”) is collected in roll-off boxes (“Roll-Offs”) at the Evaporation Plant by IRSC, and SWDD is responsible for removing the Roll-Offs containing such Residual from their designated location at the Evaporation Plant, transporting the Roll-Offs to the Landfill and disposing of such Residual at the Landfill, transporting the Roll-Offs to the SWDD’s on-site Wash Bay Facility (the “WBF”) for performance of washouts (as necessary) by IRSC’s contractor, and transporting the Roll-Offs back to the Evaporation Plant and replacing the Roll-Offs at their designated location at the Evaporation Plant when such washouts have been completed (such obligations, collectively, the “Residual Obligations”); and

WHEREAS, SWDD desires that the Contractor perform the Residual Obligations, and the Contractor desires to perform the Residual Obligations; and

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. **Scope of Work**. The existing Article 1 – SCOPE OF WORK of the Contract is modified to include the following:

A. RESIDUAL OBLIGATIONS. The Contractor shall perform the Residual Obligations as follows:

- a. The Contractor shall remove the Roll-Offs from their designated location at the Evaporation Plant, transport the Roll-Offs to the Landfill and dispose of Residual contained in the Roll-Offs at the Landfill, transport the Roll-Offs to the WBF (if necessary and as directed by IRSC or its contractor) for performance of washouts of the Roll-Offs by IRSC’s contractor, and then transport the Roll-Offs back to the Evaporation Plant and replace the Roll-Offs at their designated location at the Evaporation Plant.
 - b. The Contractor shall perform the Residual Obligations within a reasonable time after notification from IRSC or its contractor that such performance is necessary.
 - c. The Contractor shall require its personnel to comply with the standard operating procedures attached hereto as Exhibit A (the “Residual Removal SOPs”) when removing Roll-Offs and Residual from the Evaporation Plant.
3. **Compensation**. The existing Article 3 – COMPENSATION of the Contract is modified to include the following:
 - a. **Residual Obligation Rates**. SWDD and the Contractor agree that beginning on the date of this Twentieth Amendment, and during the Renewal Term, compensation

to the Contractor for the Contractor's performance of the Residual Obligations shall be Two Hundred Fifty Dollars (\$250.00) per haul ("Residual Obligation Rates"), subject to annual escalation as set forth in Section 3(b) below.

- b. Annual Escalation. The Residual Obligation Rates are subject to annual escalation as set forth in section 4 of the Ninth Amendment and Extension to Contract Agreement. For purposes of clarity, the first such annual escalation shall be effective on January 1, 2024.
4. Additional Terms. SWDD and the Contractor agree that the following provisions shall apply to the Residual Obligations:
 - a. The Contractor shall, together with SWDD and IRSC, develop a process to ensure that Contractor personnel who perform the Residual Obligations have been properly trained and certified by IRSC ("Certified Operators"), and Contractor shall allow only Certified Operators to perform the Residual Obligations.
 - b. Residual shall at all times remain the property of SWDD. SWDD represents and warrants that the Residual is suitable for disposal in the Landfill and complies with all applicable federal, state and local laws, ordinances, rules and regulations, including environmental laws (including, without limitation, the rules and regulations of the EPA and the State of Florida Department of Environmental Protection) (collectively, "Applicable Law"), and SWDD acknowledges and agrees that the Contractor will rely on such representations and warranties in the Contractor's performance of the Residual Obligations. If the Contractor in its reasonable judgment determines that it cannot perform any or all of the Residual Obligations in compliance with Applicable Law, the Contractor shall have no obligation to perform such.
 - c. Notwithstanding anything to the contrary in the Contract or otherwise, except for the Contractor's obligation to comply with the Class 1 Landfill Operations and Training Plan and FDEP permits as set forth in the Contract, the Contractor shall have no responsibility or obligation to profile, analyze, test or sample the Residual, or to make any determination as to the character of the Residual or its suitability for disposal at the Landfill.
 - d. Notwithstanding anything to the contrary in the Contract or otherwise, the Contractor may act on instructions of IRSC or IRSC's contractor with respect to requests for the performance of the Residual Obligations.
 - e. Notwithstanding anything to the contrary in the Contract or otherwise, the Contractor shall have no obligation to indemnify or hold harmless Indian River County, SWDD or any other person or entity or any of their respective employees, contractors, agents or representatives with respect to any liabilities, claims, damages, losses, or expenses (including, without limitation, attorneys' fees) ("Claims") related to damage to the Roll-Offs (or the stands, structures or

equipment upon which the Roll-Offs are located or placed) caused by the removal of the Roll-Offs from, or the return of the Roll-Offs to, their designated location at the Evaporation Plant, or the loading of Residual onto or off-loading of Residual from the Roll-Offs, except to the extent that such damage is caused solely by the Contractor's (i) negligence or willful misconduct in its performance of the Residual Obligations; (ii) use of personnel who are not Certified Operators; or (iii) failure to materially comply with the Residual Removal SOPs; provided, however, and notwithstanding the foregoing, Contractor shall have no obligation to indemnify or hold harmless Indian River County, SWDD or any other person or entity or any of their respective employees, contractors, agents or representatives with respect to Claims for reasonable and ordinary wear and tear to the Roll-Offs (or the stands, structures or equipment upon which the Roll-Offs are located or placed).

5. **Ratification**. Except as specifically provided in this Twentieth Amendment, all other provisions of the Contract shall remain in full force and effect.

[signature page follows]

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

Attest:

Jeffrey R. Smith, 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:

Michael C. Zito, Interim County Administrator

Dylan Reingold, 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 Title: _____

Print Name: _____

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Exhibit A
Residual Removal SOPs

See attached.

Standard Operating Procedure - Residual Removal

Date: 02/15/2023

Prepared by: Brian Crannell

Approved By: SWDD, 03/07/2023

Site: 1093 IRC

SOP Number: IRC-7004

Objective – Roll-Off Removal, Empty and Replace

Estimated Time: 1 Hour. Two people are needed to complete task. Contractor will provide a roll-off truck and truck driver and a member of the operations team from either Indian River Sustainability Center (“IRSC”) or Heartland IRSC’s contractor, (collectively, “IRSC Personnel”) will be present to observe whenever Contractor is completing this task. This SOP was developed by Heartland at IRSC’s request. For the purposes of this SOP, IRSC and Heartland will be collectively referred to as “IRSC”).

IRSC will also train and certify all personnel Contractor assigns to handle this procedure; only certified Contractor personnel will be permitted to complete Contractor’s tasks as outlined herein.

Hazards Identification:	PPE Required:	Tools Required (a):
<ol style="list-style-type: none"> 1. Blind Spots 2. Rough Terrain 3. Inclement Weather 4. Liquid Surge and sloshing during Roll-Off transport. 5. Slippery Surfaces 	<ol style="list-style-type: none"> 1. Site Standard PPE <ol style="list-style-type: none"> a. Hi-Viz Safety Vest b. Hard Hat c. Steel Toe Boots d. Safety glasses e. Ear plugs f. Face shield 	<ol style="list-style-type: none"> 1. Pressure Washer 2. Scraper
	2. Nitrile coated safety gloves.	
(a) - To be provided by IRSC		

Procedure:

1. Within 24-hour notice from IRSC that the Roll-Off’s need to be emptied, Contractor and IRSC shall coordinate the timing for removal of residuals.
2. Contractor will meet IRSC employees at the Evaporation Plant on the designated day and time.
3. IRSC Employees will inform Contractor which Residual Roll-Off’s will need to be picked up and transported to landfill for disposal.
4. IRSC will be responsible for removing level transmitters, hoses, and closing valves before picking up the Roll-Offs. Contractor may verify this task is complete and inform IRSC if they believe further work is needed.
5. Contractor’s Truck Driver will safely back up to designated Roll-Off’s stand for removal.

6. Once truck is aligned with the Roll-Off box, the Contractor can begin the process of picking up the Roll-Off.
7. Contractor will be responsible for securing Roll-Offs for transport.
8. Contractor will transport Roll-Off to Landfill and dispose of residuals contained in the Roll-off.
9. Contractor's Truck Driver will return to Evaporation Plant and Contractor's Truck Driver will place the empty Roll-Off on its designated stand.
10. Performance by Contractor of Procedures 5-9 and 12 must at all times be observed by IRSC Personnel.
11. Contractor will complete a walk-around inspection prior to job completion and verbally notify IRSC of any issues, damage etc. to the boxes or stands followed up by a written notification within 24-hours; IRSC will have the right to observe this process and inspect on its own.
12. At least once monthly or more frequently if requested by IRSC, after the Roll-Offs have been emptied at the landfill by Contractor but before they have been placed back on their stands at the Evaporation Plant, IRSC will inspect the Roll-Offs to determine if they need to be washed out as a preventative maintenance measure. If such washout is required, IRSC will inform Contractor and coordinate Contractor bringing the emptied Roll-Offs to the County's Wash Bay Facility where IRSC will clean them. If Roll-Offs need to be removed from the truck for cleaning, Contractor will be responsible for safely unloading the dirty Roll-Off for cleaning and reloading them back on the truck once IRSC completes the cleaning. [Procedure for this to be developed by the parties if necessary and added to this SOP]. Once the washout is completed, Contractor will be responsible for transporting the washed Roll-Offs back to the Evaporation Plant and replacing them at their designated location on the stands at the Evaporation Plant in accordance with this SOP.

DISCLAIMER:

This Standard Operating Procedure (SOP) was developed based on a compilation by IRSC of best available information, knowledge, field experience, and general IRSC practices to provide guidance to Contractor as it completes the work required to manage residual coming from the IRSC Evaporation Plant.

In performing the activities defined herein, Contractor will work in a consistent and standardized manner. This document does not contain regulatory or statutory requirements unless specified.

IRSC has made every attempt to present the information in a clear and concise manner for users with basic mechanical understanding. However, IRSC is not responsible for the misuse or misinterpretation of the information presented herein. Under no circumstances shall IRSC be liable for any actions taken or omissions made by non-IRSC users of this document

Hazards have been identified but site conditions can change, and other hazards may occur.