

**SECOND EXTENSION AND AMENDMENT TO AGREEMENT  
FOR OPERATIONS of the BIOSOLIDS DEWATERING FACILITY, SLUDGE DEWATERING,  
AND HAULING**

This Second 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 \_\_\_\_\_ 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 will end on February 28, 2022; and

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

**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 Second Extension.
2. The second renewal term shall commence effective March 1, 2023 and shall end on February 28, 2024. Two one-year renewals remain.
3. The Exhibit A Pricing is amended to reflect new unit price and total pricing as follows:

<b>Location</b>	<b>Estimated Hauling Quantity</b>	<b>Unit Price/gal</b>	<b>Total Extended Price</b>
South Regional WWTF 2500 6 <sup>th</sup> Avenue SW Vero Beach, FL	2,000,000 gals	\$0.0322	<b>\$64,400</b>
West Regional WWTF 8405 8 <sup>th</sup> Street Vero Beach, FL	7,000,000 gals	\$0.0322	<b>\$225,400</b>
Central Regional WWTF 3550 49 <sup>th</sup> Street Vero Beach, FL	5,000,000 gals	\$0.0322	<b>\$161,000</b>
<b>Total Annual Hauling Price</b>		<b>\$450,800</b>	
<b>Processing/Dewatering</b>	<b>Estimated Quantity</b>	<b>Price per dry tons produced</b>	<b>Total Processing Price</b>
Sludge and Septage Dewatering	2,500 dry tons	\$248.99	<b>\$622,475</b>
<b>Total Annual Cost Hauling and Processing</b>		<b>\$1,073,275</b>	

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 Second 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 H. Earman, Chairman

(Corporate Seal)

Date: \_\_\_\_\_

Attest: Jeffrey R. Smith, Clerk of Circuit Court  
and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved:

\_\_\_\_\_  
Michael Zito  
Interim County Administrator

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dylan Reingold  
County Attorney