

**FIRST AMENDMENT TO CONTRACT FOR TOTAL LEACHATE MANAGEMENT –
WEST NASSAU LANDFILL**

THIS FIRST AMENDMENT TO THE CONTRACT FOR TOTAL LEACHATE MANAGEMENT – WEST NASSAU LANDFILL (hereinafter “Amendment”) is made by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the “County”), and WATER RECOVERY, LLC, a Delaware limited liability company, located at 1819 Albert Street, Jacksonville, FL 32202 (hereinafter the “Vendor”).

WITNESSETH:

WHEREAS, the Parties previously entered into a Contract for Total Leachate Management for the transport, treatment, and disposal of leachate from the West Nassau Landfill, dated November 28, 2022 (hereinafter “Contract”); and

WHEREAS, for the period November 28, 2022 through September 30, 2025, the amount paid pursuant to the Contract has been \$1,243,009.09 based on the price of \$0.1568 per gallon; and

WHEREAS, the Parties now desire to amend the Contract terms and conditions subject to the provisions contained herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Contract as follows:

SECTION 1. The Contract is hereby amended pursuant to Section 19 therein to extend the term of the Contract for an additional one (1) year, and the Contract shall now terminate on September 30, 2026.

SECTION 2. The cost per gallon of leachate shall remain the same, \$0.1568 per gallon, per Attachment “A” of the Contract. Based on the additional year of services to be provided, the Contract is hereby amended to increase the compensation amount above what has already been paid pursuant to the Contract by an estimated not-to-exceed amount of Six Hundred One Thousand, Seven Hundred Fifty and 00/100 Dollars (\$601,750.00).

SECTION 3. In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SECTION 4. In accordance with Section 287.138, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or representative of the Vendor under penalty of perjury attesting that the Vendor will comply with all requirements of Section 287.138, Florida Statutes.

SECTION 5. All other terms and conditions of the Contract not inconsistent with the

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provisions of this Amendment shall remain the same and in full force and effect.

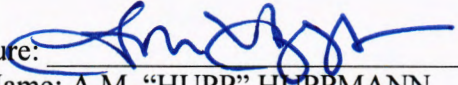
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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY:

**BOARD OF COUNTY COMMISSIONERS OF
NASSAU COUNTY, FLORIDA**

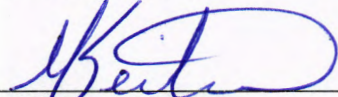
Signature: 

Print Name: A.M. "HUPP" HUPPMANN

Title: Chair

Date: 7/28/2025

Attest as to authenticity of the
Chair's signature:



MITCH L. KEITER

Its: Ex-Officio Clerk

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS

DENISE C. MAY, County Attorney

VENDOR:

WATER RECOVERY, LLC

Signature: William Muller

By: WILLIAM MULLER

Title: President & Chairman

Date: 6/26/2025