

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is entered into this 16th day of February, 1999, by and between,
The Board of County Commissioners of Nassau County, Florida,
hereinafter referred to as "CLIENT", and GOLDER ASSOCIATES INC., hereinafter referred to as
"GOLDER".

WHEREAS, CLIENT desires GOLDER to perform certain technical services on behalf of CLIENT
and GOLDER desires to perform the same for the compensation and in accordance with the terms
and conditions set forth herein.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CLIENT DEFINITION

CLIENT as used herein shall include and apply to all parties equally, be they individuals,
corporations, partnerships, associations, government agencies, or other entities, whether acting
alone or collectively as a group where the services of this Agreement are being provided to, or on
behalf of, the group.

2. SCOPE OF SERVICES

2.1 The services which GOLDER may be requested to perform include, but are not
limited to, environmental engineering and technological services; site assessment and evaluation
of site restoration alternatives; engineering design; oversight of remedial action; or other related
professional engineering or consulting services (hereinafter referred to as "Services").

2.2 In the event CLIENT decides to utilize the services of GOLDER for a particular
project, the parties shall execute an Authorization Letter to detail the particular Services to be
performed. Any Authorization Letter so issued and accepted by GOLDER hereunder shall
incorporate by reference the terms and conditions contained in this Master Agreement. The
Authorization Letter can be:

- (a) A written proposal as prepared by GOLDER, with subsequent acceptance from
CLIENT (such as Work Order attached);
- (b) written instructions to GOLDER from CLIENT.

3. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care
and skill ordinarily exercised by other members of the engineering and science professions
currently practicing under similar conditions subject to the time limits and financial and physical
constraints applicable to the Services. No warranty, express or implied is made.

4. INVOICES AND PAYMENT TERMS

GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receipt of invoice of any dispute with the invoice. CLIENT and GOLDER will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due forty-five (45) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts.

Where the cost estimate for the scope of Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Service beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

5. CHANGES

GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a Change Order request outlining the required changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to investigate or consider the Change Order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then GOLDER or the CLIENT shall have the right to terminate this Agreement upon written notice to the other.

6. DATA AND INFORMATION

CLIENT shall provide to GOLDER all the reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. GOLDER shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by CLIENT or others in performing the Services and, GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to GOLDER by CLIENT. GOLDER shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.

7. PROFESSIONAL WORK PRODUCT

The Service provided by GOLDER is intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates (the "Documents") and all electronic media prepared by GOLDER are considered its professional work product. GOLDER retains all rights to its professional work product. CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely upon the electronic media version of GOLDER's professional work product. Copies of Documents shall be provided to CLIENT upon written request and at CLIENT's expense. GOLDER shall retain these Documents for a period of two (2) years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

CLIENT understands that the professional work product is not intended or represented by GOLDER to be suitable for reuse by CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the professional work product.

8. INSURANCE AND INDEMNITY

GOLDER maintains and shall continue to maintain during the performance of this Agreement its standard insurance coverage as follows:

- Workers' Compensation insurance in compliance with statutory limits
- Employers' liability with the following limits:
 - Each Accident \$1,000,000
- Business Automobile Liability with the following limits:
 - Combined Single Limit \$1,000,000
- Commercial General Liability with the following limits:
 - Each Occurrence \$1,000,000
 - General Aggregate \$2,000,000
- Professional Liability Insurance with the following limits:
 - Any One Claim \$1,000,000
 - Policy Aggregate \$3,000,000

CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its professional or general liability insurance.

GOLDER shall, at all times, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages, losses and expenses, including, but not limited to attorneys' fees, court and arbitration costs, to the extent directly attributable to the negligent acts, errors or omissions of GOLDER while performing Services under this Agreement.

CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, court and arbitration costs, arising out of or resulting from the Services of GOLDER, inclusive of claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors. To the fullest extent permitted by law, such indemnification shall apply regardless of strict liability of GOLDER. Such indemnification shall not apply to the extent such claims, damages, losses or expenses are finally determined to result from GOLDER's negligence.

9. LIMITATION OF LIABILITY

CLIENT shall immediately notify GOLDER of any defects or suspected defects arising directly or indirectly from GOLDER's negligent acts, errors or omissions when they become known to CLIENT. CLIENT and GOLDER agree that all claims and legal actions arising directly or indirectly from this Agreement or the Services of GOLDER shall be filed no later than one (1) year from the date of discovery by CLIENT of any defects or suspected defects or any negligent acts, errors or omissions or no later than one (1) year after GOLDER's substantial completion of the Services or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.

Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages except if this contract is terminated by CLIENT for substantial failure by GOLDER or GOLDER commits a negligent act, error or omission then GOLDER shall be responsible for any costs of capital, special, indirect, consequential or punitive damages.

10. DELAYS AND FORCE MAJEURE

If site conditions prevent or inhibit performance of Services or if unrevealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays, and any delays caused by CLIENT and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and GOLDER shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. Delays within the scope of this Article shall, at the option of either party, make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies or other events which are beyond the reasonable control of GOLDER and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that GOLDER shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of

this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

11. SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical and hydrogeologic conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.

In the prosecution of the Services, GOLDER will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to defend, indemnify and hold GOLDER harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures and utilities are not called to GOLDER's attention and correctly shown on the plans furnished.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, an aquifer, underground stream, or other hydrous body. GOLDER will adhere to the Standard of Care during the conduct of any subsurface investigation. Because subsurface sampling is a necessary aspect of the work which GOLDER may perform on CLIENT's behalf, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by any subsurface investigation except to the extent finally determined to result from GOLDER's negligence. CLIENT further agrees to compensate GOLDER for any time spent or expenses incurred by GOLDER in defense of any such claim, in accordance with GOLDER's prevailing fee schedule and expense reimbursement policy.

12. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. While GOLDER will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

All uncontaminated samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. These soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, GOLDER will store samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing hazardous constituents) obtained pursuant to this Agreement remain the property and responsibility of

CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste disposal facility may be made at CLIENT's direction and expense. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances, waste or materials found or identified at the site. CLIENT agrees to indemnify and hold GOLDER harmless from and against all loss, damage, expense, and claims arising out of the disposal of all such samples, materials and equipment.

14. CONTROL OF WORK AND JOB-SITE SAFETY

GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.

Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

15. COMPLIANCE WITH CODES AND STANDARDS

GOLDER's professional Services shall be consistent with the Standard of Care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time GOLDER rendered its services. However, it is understood by the parties that the Services performed by GOLDER do not include rendering of any legal advice. In any event, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from GOLDER's failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time when GOLDER otherwise would have incorporated their intent into the Services. CLIENT further agrees to compensate GOLDER for any time spent or expenses incurred by GOLDER in defense of any such claim, in accordance with GOLDER's prevailing fee schedule and expense reimbursement policy.

16. PUBLIC RESPONSIBILITY

CLIENT has a duty to conform to applicable codes, standards, regulations and ordinances, with regard to public health and safety. GOLDER will at all times endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, GOLDER shall employ its best judgement in deciding whether or not it should notify public officials. Accordingly, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from GOLDER's notifying or not notifying public officials about conditions existing at the project site. Further, CLIENT agrees to compensate GOLDER for any time spent or expenses incurred by GOLDER in defense of any such claim, with such compensation to be based upon GOLDER's prevailing fee schedule and expense reimbursement policy. If CLIENT decides to disregard GOLDER's recommendations regarding public health and safety, GOLDER shall have the right to immediately terminate this Agreement upon written notice to the CLIENT.

17. DISCOVERY OF HAZARDOUS MATERIALS

CLIENT recognizes that anticipated or unanticipated hazardous materials or suspected hazardous materials may be discovered on the project site property, whether or not owned by CLIENT, or on any adjacent property to the site. CLIENT recognizes that it is CLIENT's responsibility, and not GOLDER's, to inform the Owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of anticipated or unanticipated hazardous materials or suspected hazardous materials on CLIENT's property or on property not owned by CLIENT. CLIENT also agrees to compensate GOLDER for any time spent and expenses incurred by GOLDER including legal costs, in defense of any such claim. Furthermore, CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement upon written notice to the CLIENT.

18. NOTIFICATION AND LOCATION OF HAZARDOUS MATERIALS

When hazardous materials are known, assumed or suspected to exist at a site, GOLDER will take those precautions it deems appropriate to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow any procedures that GOLDER deems prudent. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.

CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials, on or under the site.

19. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data relative to CLIENT's contemplated purchase or sale of certain property, then the Services are performed by GOLDER with CLIENT's understanding of the Subsurface Risks. Therefore, although GOLDER will be responsible for data which is directly the product of its sampling effort, GOLDER will not be responsible for the independent conclusions, interpretations, interpolations and/or decisions of CLIENT, or others, which are the result of this effort. GOLDER does not undertake any Services which would result in any recommendation, advice or direction by GOLDER as to whether CLIENT should or should not proceed to purchase or sell the site in question, but it is understood that CLIENT intends to utilize the data provided by GOLDER to make its own independent judgement in this respect.

20. NOTICES

All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing by hand, sent by facsimile machine or deposited in the United States mail (or with an express courier) addressed to CLIENT or GOLDER, as the case may be, at the addresses set forth below, with postage thereon fully prepaid.

All notices, correspondence, deliverables, and invoices shall be submitted to CLIENT as indicated below:

Nassau County Board of County Commissioners
Post Office Box 1010
Fernandina Beach, FL 32035
Attn: Walter D. Gossett, County Coordinator

All notices and correspondence shall be submitted to GOLDER as indicated below:

Golder Associates Inc.
8933 Western Way, Suite 12
Jacksonville, FL 32256 JOK
Attn: Francis T. Adams

21. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice, such period shall not be less than seven (7) calendar days. In the event of termination, GOLDER shall be paid for services performed to the termination notice date. GOLDER may complete such analyses and records as are necessary to complete their files and may also complete a report on the Services performed to the date of notice of termination or suspension.

22. DISPUTES

Mediation: Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court prior to institution of legal proceedings by either party. Mediators shall be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the contractor.

In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim.

23. CLIENT LITIGATION

If GOLDER is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of CLIENT litigation to which GOLDER is not an adverse party, CLIENT shall reimburse GOLDER for all direct expenses and time in accordance with GOLDER's current rate schedule.

24. CONFIDENTIALITY

GOLDER shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to GOLDER by CLIENT under this Agreement. GOLDER's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to GOLDER, obtained from third parties without violating any confidentiality agreement, required to be produced by GOLDER pursuant to any law, subpoena, or court order or required by GOLDER in the defense of any claim. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.

25. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights, and trade secrets owned by GOLDER remain the property of GOLDER, and GOLDER does not grant CLIENT any right or license to such intellectual property. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others, unless GOLDER or its agents, employees or subcontractors are licensed or otherwise have the right to use and dispose of such information. GOLDER shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless then GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.


26. MISCELLANEOUS

- a) This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- c) No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- d) All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER) shall survive indefinitely the termination of the Agreement.
- e) Any provision, to the extent it is found to be, unlawful or unenforceable shall be ineffective without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- f) All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia, unless the law of another jurisdiction must apply for this Agreement to be enforceable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, as of the date and year first set forth below.

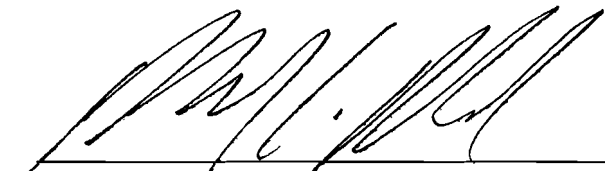
Board of County Commissioners
Nassau County, Florida

(CLIENT)

By:  Date: February 22, 1999
Title: Chairman, Board of County Commissioners

ATTEST:  Date: February 22, 1999
J.M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

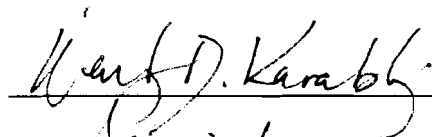
APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:



MICHAEL S. MULLIN

GOLDER ASSOCIATES INC.
(GOLDER)

By:



Date:

2/22/99

Title:

Associate



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, FL 32097

Daniel B. Leeper
Stephen W. Kelley
Stacy T. Johnson
Barry V. Holloway
Walter J. Boatright

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan

January 21, 2009 **

JOHN A. CRAWFORD
Ex-Officio Clerk

DAVID A. HALLMAN
County Attorney

TED SELBY
County Manager

The Honorable John A. Crawford
Clerk of Courts
76347 Veterans Way
Yulee, FL 32097

RE: Legal Opinion

Dear John:

The Consultant's Competitive Negotiation Act (the Act), F.S. Section 287.055, requires certain competitive negotiations for acquisition of professional services, and applies to counties. One exception to the act, found at Subsection 287.055(4)(d) exempts "continuing contracts" from the application of the Act.

"Continuing contract" is a defined term. See Subsection 287.055(2)(g). Florida Attorney General Opinions 1996-52, 2007-07 and 2007-49 have interpreted the last clause of the first sentence of that definition to be a third category of exempt contract. That is "work of a specified nature as outlined in the contract with no time limitation except for a termination clause" is a distinct category from work done on (1) construction contracts under a specified dollar amount and (2) study activities under a specified dollar amount. I agree with that part of the rationale of the AGOs cited above. [Keep in mind that AGOs are advisory only.]

The AGOs go on to say that even though each of the three categories of exempt contracts is distinct, "a study activity may not be combined with work of a specified nature with no time limitation..." and still be exempt. I do not follow the logic of this part of the 1996 AGO, and note that in AGO 2007-07, this reasoning did not seem to be emphasized by the Attorney General. What is clear from both AGOs is that the dollar cap on the size of the construction project was not viewed as a cap on this third category of continuing contract, and I agree with that analysis, so long as there is a termination clause in the contract. The current contract with Golder has a clause entitled "Termination", and complies with the strict letter of the law. I would be more comfortable with a more traditional termination clause.

County Attorney's Office (904) 548-4590 or (866) 474-1446

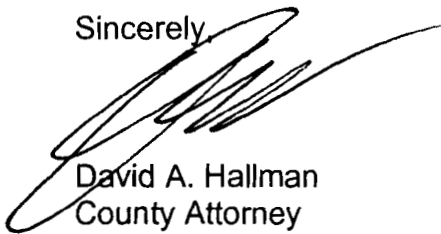
An Affirmative Action / Equal Opportunity Employer

Honorable John A. Crawford
January 21, 2009
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It is my opinion that with the strengthening of the termination clause, the work proposed by Golder is legitimately part of a valid continuing contract, despite the dicta in the above referenced 1996 AGO.

If I may be of any further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'DAH', with a long, sweeping horizontal line extending to the right.

David A. Hallman
County Attorney

DAH:jb

** This is a replacement letter signed May 3, 2011 to replace the lost original of this letter dated January 21, 2009.