

**AGREEMENT FOR WASTEWATER TREATMENT OPERATIONS**  
**ENVIRONMENTAL TESTING SERVICES**  
**FOR NASSAU-AMELIA UTILITIES**

(Piggyback Agreement pursuant to the Nassau County Purchasing Policy)

THIS AGREEMENT entered into this 23rd day of November, 2009 by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **Advanced Environmental Laboratories, Inc.**, (hereinafter referred to as "Vendor"), located at 6601 Southpoint Parkway, Jacksonville, Florida 32216.

**WHEREAS**, the County needs to purchase/contract for laboratory services for mandated analytical analysis testing for Nassau-Amelia Utilities; and

**WHEREAS**, the City of St. Augustine and Vendor entered into an agreement dated December 2, 2004, for a City-wide Laboratory Services Term Contract, (hereinafter referred to as "St. Augustine Contract". The contract had an expiration date September 30, 2007 but also included the option to renew for two (2) additional one-year terms; and

**WHEREAS**, the Nassau County Purchasing Policy allows piggybacking off of another county or municipal governmental entity for the same commodity or service; and

**WHEREAS**, on December 13, 2004, the County approved to piggyback on the St. Augustine Contract for the term beginning January 1, 2005 and ending September 30, 2007; and

**WHEREAS**, on October 10, 2007, the County approved to renew its agreement with Vendor under the St. Augustine Contract for a one-year term ending September 30, 2008, and

**WHEREAS**, on September 26, 2008, the County approved to renew its agreement with Vendor for an additional one-year term ending September 30, 2009, and

**WHEREAS**, the parties desire to renew the agreement for the extended term ending October 1, 2009 and ending September 30, 2012.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

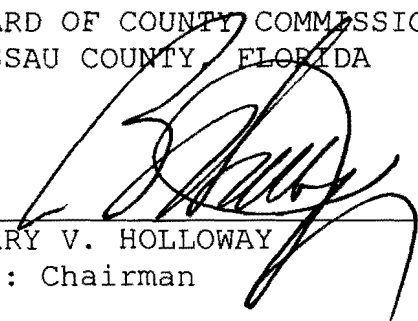
1. The Vendor shall honor for Nassau County the same prices under the same terms and conditions as indicated in the St. Augustine Contract, attached hereto as Attachment "A" and incorporated by reference as if fully set forth herein.
2. The term of this agreement shall be October 1, 2009 through September 30, 2012 with an option of two (2) renewals of one (1) year each.

3. Notwithstanding any other provision of the piggyback contract to the contrary, the County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor

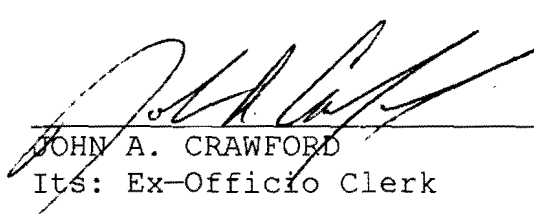
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CM1031-03

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
\_\_\_\_\_  
BARRY V. HOLLOWAY  
Its: Chairman

ATTEST TO CHAIR'S SIGNATURE

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

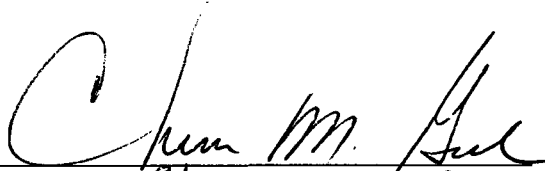
*2016 11/23/09*

Approved as to form and legality by the  
Nassau County Attorney:

  
\_\_\_\_\_  
DAVID A. HALLMAN

[Vendor signature on next page]

**ADVANCED ENVIRONMENTAL  
LABORATORIES, INC.**

  
By: CHARLES M. GED  
Its: PRESIDENT

STATE OF Florida  
COUNTY OF Duval

Before me personally appeared,  
Charles M. Ged, who is personally known ☒ or  
produced \_\_\_\_\_ as identification, known  
to be the person described in and who executed the foregoing  
instrument, and acknowledged to and before me that he/she  
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 20<sup>th</sup> day of  
November, 2009.

  
Notary Signature

 **SueAnne Haracourt**  
Commission # DD602932  
Expires November 1, 2010  
Bonded Tray Fain - Insurance, Inc. 800-365-7019

Notary-Public-State of 11-1-2010 at large  
My Commission expires: