

Aquatic Systems, Inc.

Lake & Wetland Management Services
Everything a Lake Should Be
2100 NW 33rd Street, Pompano Beach, FL 33069
Telephone: 1-800-432-4302
www.aquaticsystems.com

COPY

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Mr. Martin Murphy
Glades County Business Park
c/o Glades County Board of County Commissioners
PO Box 10
Moore Haven, Florida 33471
(863) 946-6125
mmurphy@myglades.com

Attachment "A" Special Services - Wetland and Planting Agreement

Sites: 1, #2, #3, Wetlands (8.84 Acres)

Month Service is to Commence: June, 2019

Date of Proposal: May 2, 2019 LNP-I-50

We are pleased to quote special pricing as follows:

Special Services - Wetland Maintenance

Services: Two Treatments (approximately 30 days apart).
Spot spraying as required by ASI to maintain compliance with governing agencies for the management of all nuisance & exotic species. No Disposal/No Removal.

Special Services - Planting

Quantity	Description	Plant Size
1,556	Golden Canna (<i>Canna flaccida</i>)	Bareroot
7,224	Sand Cordgrass (<i>Spartina bakeri</i>)	1 Gallon
889	Fakahatchee Grass (<i>Tripsacum dactyloides</i>)	1 Gallon
1,556	Maidencane (<i>Panicum hemtomon</i>)	Bareroot
1,556	Sawgrass (<i>Cladium jamaicense</i>)	2 Inch Liner

Note: All plants except Sand Cordgrass will be installed 4 feet on center. Sand Cordgrass will be installed 5 feet on center.

Total (Sites #1, #2 & #3, Wetlands) First Treatment	\$3,300.00
Total (Sites #1, #2 & #3, Wetlands) Second Treatment	\$1,300.00
Total (Sites #1, #2 & #3, Wetlands) Planting	\$37,795.00
Total	\$42,395.00
Less -50% Deposit Due with Contract	\$21,197.50
Balance Due Upon Planting	\$21,197.50

The above price is effective for 90 days from the date of this proposal.

Terms & Conditions of Special Services Agreement

1. If CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and in the event of dispute of ownership agrees to defend, indemnify and hold ASI harmless for the consequences of such services.

2. ASI will be reimbursed by the CUSTOMER for administrative fees, compliance programs, invoicing or payment plans or similar expenses caused by requirements placed on ASI by the CUSTOMER that are not explicitly included in this contract's specifications.
3. ASI, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
4. If at any time during the term of this Agreement the government imposes any additional regulatory permit requirements or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees.
5. Cyanobacteria identification and toxin testing are not included in this agreement. Cyanobacteria are common throughout Florida waterways and our algae management program cannot guarantee the absence, elimination or control of cyanobacteria and toxins. ASI shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from the presence of cyanobacteria or cyanobacteria toxins in their waterbodies.
6. ASI is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from ASI installing Carp Containment Barriers on the structures.
7. Payment terms are net 30 days from invoice date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account.
8. Upon the anniversary date, this Agreement shall automatically be extended for successive twelve-month periods, unless notice of non-renewal has been received by either party, in writing, at least thirty (30) days prior to the anniversary date. ASI may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date.
9. If at any time during the term of this Agreement, CUSTOMER feels ASI is not performing in a satisfactory manner, CUSTOMER shall inform ASI, by certified mail, return-receipt requested, stating the reasons for CUSTOMER'S dissatisfaction. ASI shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel ASI performance is unsatisfactory, CUSTOMER may cancel this Agreement by giving 30 days notice ("Second Notice") to ASI and paying all monies owing to the effective date of termination.
10. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both ASI and the CUSTOMER.

M. Murphy
Customer or Authorized Agent Signature

Martin Murphy
Print Name and Title of Signer

Aquatic Systems, Inc. Signature

6/11/19
Date

GLADES COUNTY
Print Company Name of Signer

Date

January 11, 2019

An Important Message to Our Valued Clients:

We want to take this opportunity to not only thank you for being a loyal client and partner, but to also share some exciting news. As of January 2, 2019, Aquatic Systems transitioned ownership and joined with SOLitude Lake Management. This important decision did not come overnight; our leadership team thought long and hard about our future. As we continue to grow, we want to ensure our team can continue to deliver a superior experience, while improving our technology and expanding our service offerings to benefit our valued clients. The answer was clear to us—SOLitude is an exceptional company that offers us the operational and technical expertise we need to best serve our expanding market.

Our leadership team and staff are excited and supportive of this important new chapter. Aquatic Systems and SOLitude Lake Management represent two companies with similar philosophies, world-class reputations, value-based service delivery and family-based culture. Together, we are the premier aquatic management company in the state of Florida and the nationwide industry.

Aquatic Systems will continue providing the same great services you are accustomed to while operating as the same team you have come to trust. Over time, we will begin to unify the brands and enhance the Aquatic Systems customer experience by:

- Expanding our service offerings and specialized equipment
- Broadening our expertise with an even larger team of local qualified professionals
- Increasing our training and development efforts for our team members
- Enhancing our operational technology and providing better customer communications
- Expanding our free educational resources

Please contact me anytime if you have any questions. We will continue to be your go-to partner for all of your lake, pond, wetland and fisheries management needs and look forward to serving you for more years to come.

To learn more about SOLitude Lake Management please visit: www.solitudelakemanagement.com

Kind regards,



John Gardner
President

May 2, 2019

Mr. Martin Murphy
Glades County Business Park
c/o Glades County Board of County Commissioners
PO Box 10
Moore Haven, Florida 33471

VIA EMAIL: mmurphy@myglades.com

Dear Mr. Murphy:

As requested, please find enclosed a *Special Services- Wetland Maintenance and Planting Agreement* for the wetlands at **Glades County Business Park**.

Wetland Maintenance: Wetland Management of the "invasives" growing in the wetlands. This will be accomplished through the utilization of a procedure known as "spot spraying," whereby the invasive growth can be managed without harming the desirable wetland plant growth.

Beneficial wetland plant introduction: Native aquatic plants are vital components of lake, pond and canal ecosystems. They form an important link between the base of the foodweb and the higher forms of plant and animal life. These plants provide protection, spawning and feeding habitats for aquatic animals, waterfowl and fish. Water quality is directly improved by the balance of ecological factors, including the presence of native wetland plants. We recommend introduction of clusters of the emergent aquatic plant species. These selected areas along the littoral region are indicated on the attached map.

Environmental benefits of a planting will be:

- Creation of wildlife sanctuary and waterfowl nesting areas.
- Sediment filtration.
- Absorption of excessive nutrients (from fertilization and road runoff).
- Erosion deterrent.
- Increased food chain supply.
- Improved fish habitat.
- Enhanced aesthetics (shoreline is presently barren).

A total one-time investment includes all wetland plant material, labor, insurance and travel time necessary for completion of your planting.

We look forward to working with you on implementing these integrated programs at **Glades County Business Park!**

Sincerely,



Lexus Pelfrey
Sales Manager/Biologist
LNP/lms

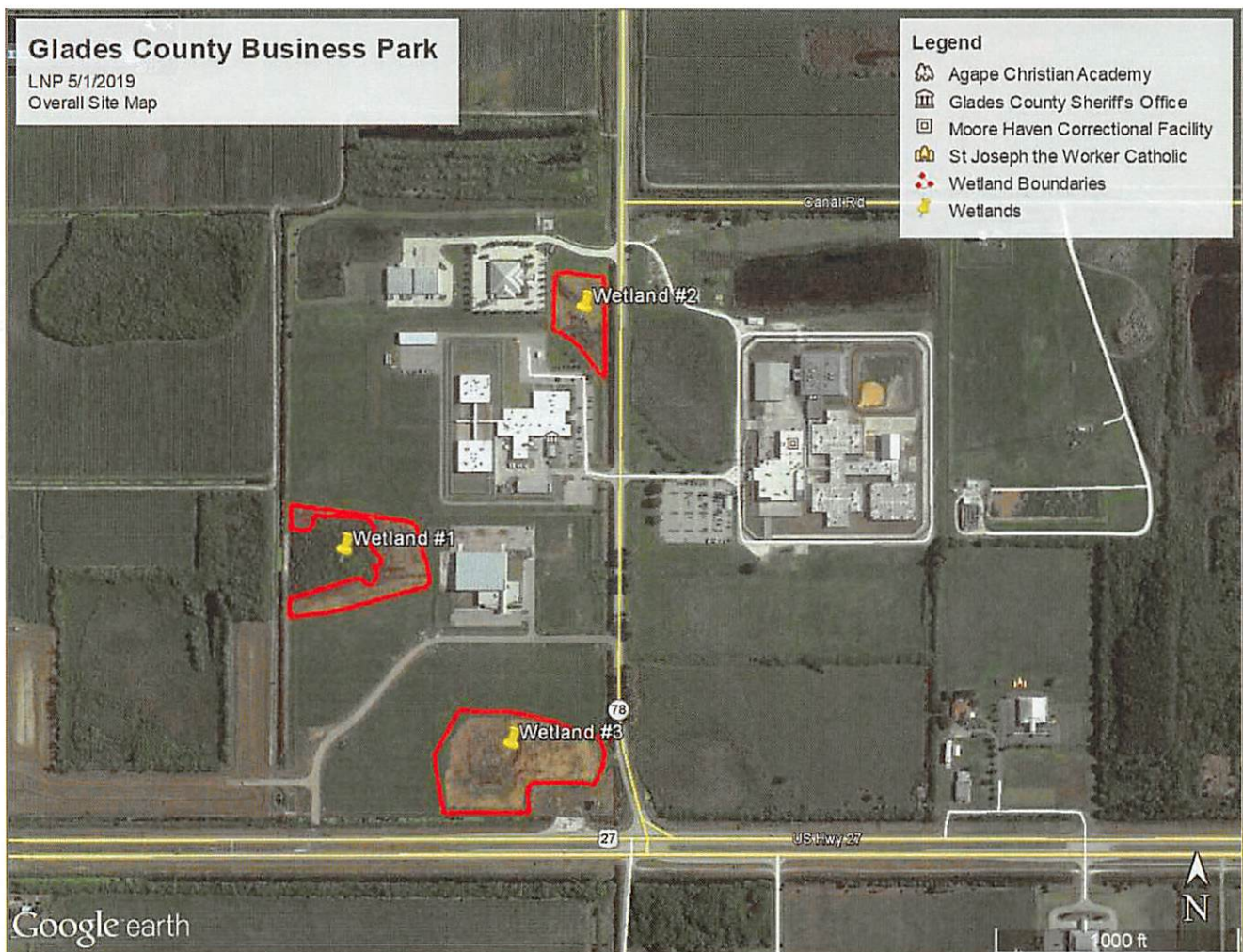
Enclosures



Vertex Water Features Authorized Lake Aeration & Fountain Dealer

2100 NW 33rd Street • Pompano Beach, FL 33069 • 1-800-432-4302 • www.aquaticsystems.com
Ft. Myers • Ft. Pierce • Jacksonville • Miami • Pompano Beach • Sanford • Sarasota • St. Petersburg • Sun City • Wesley Chapel • Winter Garden

Site Map



ANNUAL PRESERVE MANAGEMENT CONTRACT

PROPERTY NAME: Glades County Board of County Commissioners

CONTRACT TERM: October 1st, 2019 to September 31st, 2020

SUBMITTED TO: Bob Jones #863-634-5056

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Quarterly Wetland Maintenance of three (3) areas

Work shall consist of:

1. Contractor ("Solitude") will conduct quarterly preserve maintenance of three mitigation areas.
2. Quarterly maintenance will include the treatment of all (2019) FLEPPC Category 1 & 2 species.
3. All species will be killed in place with an approved herbicide.
4. This proposal does not include mowing, debris removal or disposal in Wetlands 1, and 3.
5. Solitude lake Management will maintain the Carolina Willow in Wetland two (2) to no more than 20% coverage.
6. Map attached.

Permitting:

1. SOLitude staff will **NOT** be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the client of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Client Responsibilities:

1. Client will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.

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- d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
- e. Compliance and enforcement of temporary water-use restrictions where applicable.

Service Reporting:

- 1. Client will be provided with a quarterly service report detailing all of the work performed as part of this contract.

General:

- 1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
- 2. Individual Managers are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
- 4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
- 6. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
- 7. Contractor will maintain general liability and workman's compensation insurance.
- 8. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
- 9. The term of this agreement is for a period of twelve (12) months, with payment to be made in four (4) equal quarterly payments due by the last day of each treatment month. As a courtesy, the client will be invoiced on the first day of each

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treatment month, reminding them that a contract payment is due by the end of that same month. The client is obligated to pay each quarterly contract payment per the terms of this contract, without any obligation on the part of the contractor to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the client, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during sometimes of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

10. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
11. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the client.
12. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SOLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

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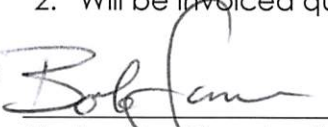


PRESERVE MANAGEMENT QUARTERLY PAYMENT \$3,100.00
TOTAL CONTRACT PRICE YEAR 1: \$12,400.00

PAYMENT TERMS for the Annual Preserve Management Contract:

2. Will be invoiced quarterly.

APPROVED:


(Authorized Signature)

Glades County Board of County Commissioners

Bob Jones
(Print Name and Title)

Glades Co Acting County Manager

24 Sept 2019
(Date)

SOLitude Lake Management®



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Hiedi White

From: Hiedi White
Sent: Tuesday, September 24, 2019 12:10 PM
To: 'jmoding@solitudelake.com'
Cc: Bob Jones
Subject: Annual Preserve Management Contract
Attachments: Annual Preserve Management Contract.pdf

Good Afternoon,
Please see attached.

Hiedi White

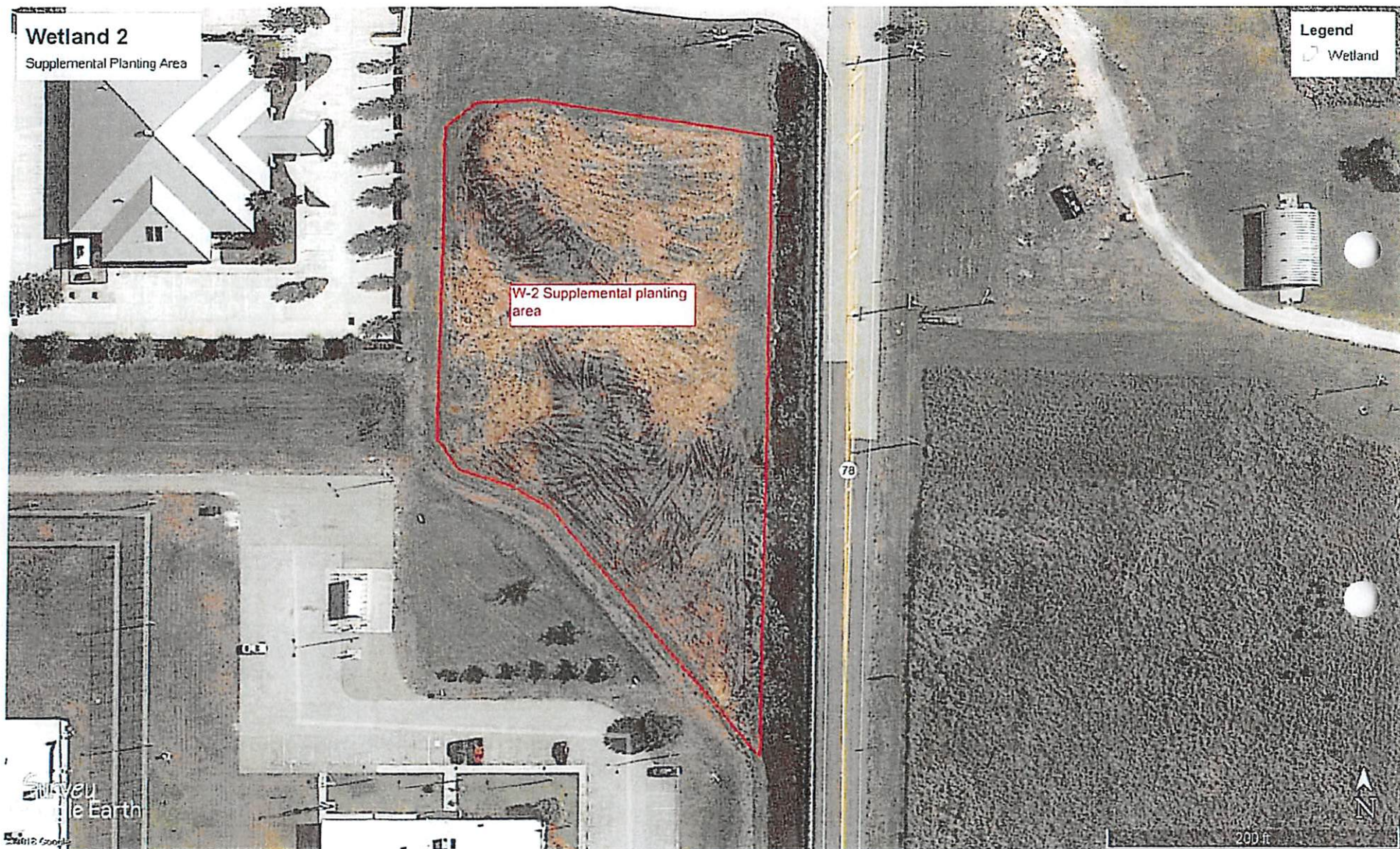
1097 Health Park Drive

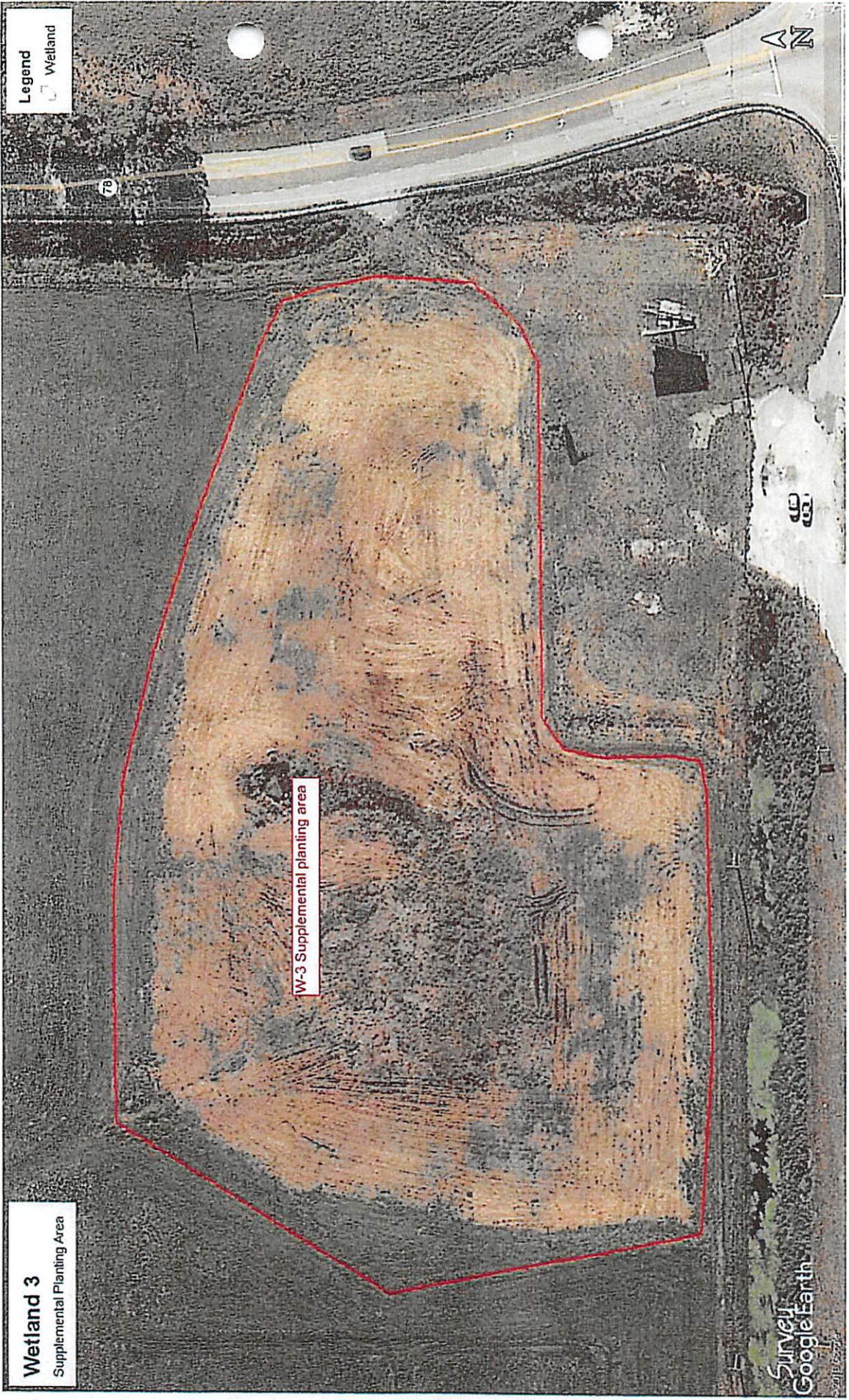
Moore Haven, FL 33471

863-946-0566

863-946-1091 fax

hwhite@myglades.com



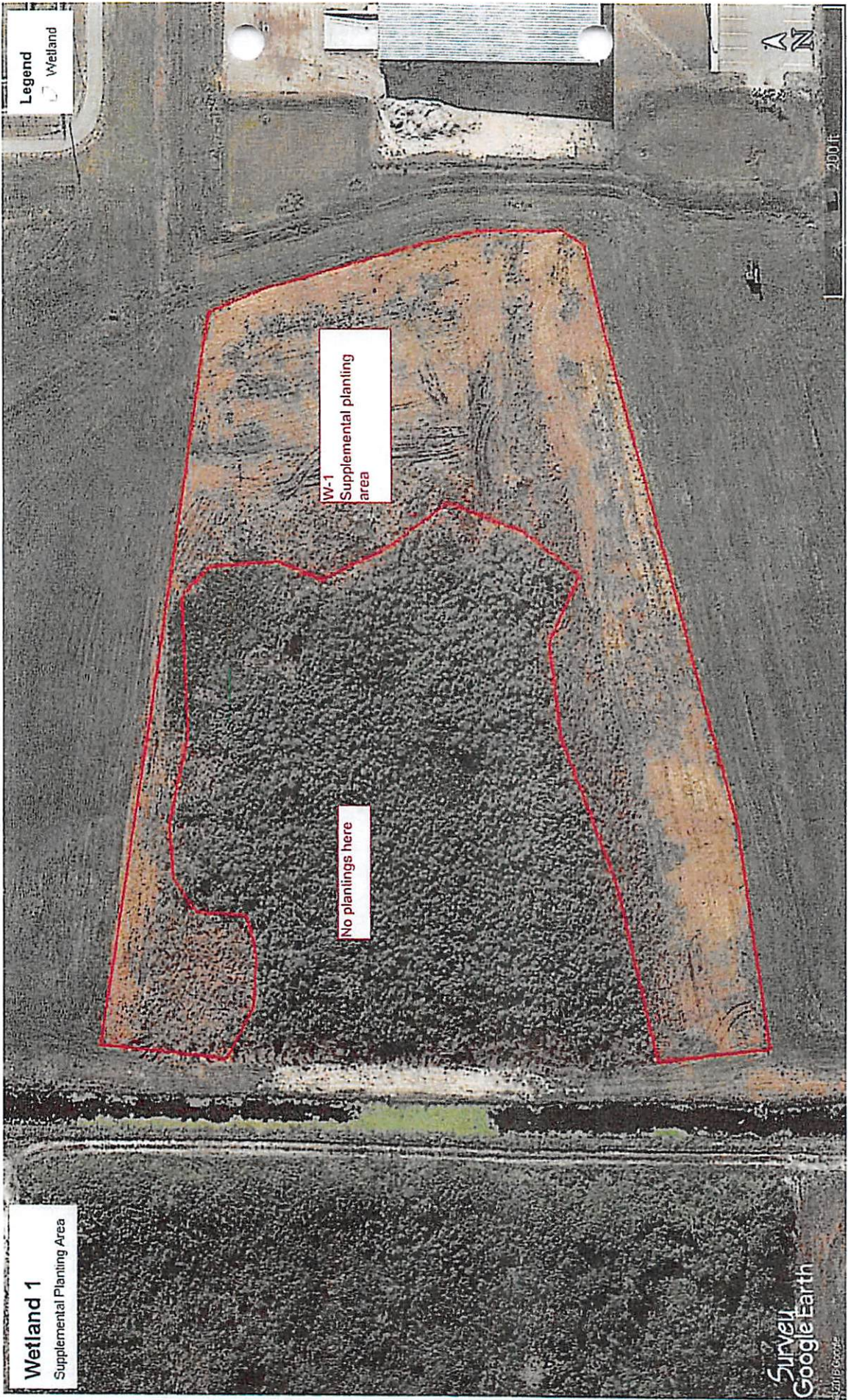


Legend
Wetland

Wetland 3
Supplemental Planting Area

W-3 Supplemental planting area

Survey
GoogleEarth



Wetland 1
Supplemental Planting Area

W-1
Supplemental planting
area

No plantings here

Legend
Wetland



200 ft

Survell
Google Earth