

AQUATIC MANAGEMENT AGREEMENT

This Agreement entered into this 24th day of May, 2004, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1010, Fernandina Beach, Florida 32035, and AQUAGENIX, whose address is 5605 Florida Mining Boulevard South, Building 200, Suite 201-206, Jacksonville, Florida 32257.

NOW, THEREFORE, FOR and IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

1. **GENERAL CONDITIONS:**

AQUAGENIX will provide aquatic management services on behalf of the COUNTY in accordance with the terms and conditions of this Agreement at the following aquatic site(s): two (2) ponds located in Fernandina Beach, Florida. Service shall be performed monthly.

2. **CONTRACT TERM:**

The term of this Agreement shall be for one (1) year or as otherwise provided by Contract Addendum.

3. **CONTRACT SERVICES:**

COUNTY agrees to pay AQUAGENIX the following amounts during the term of this Agreement for these specific water management services:

Algae and Aquatic Plant Control	Included
Border Grass and Brush Control to Water's Edge	Included

Water Testing	Included
Bacteria Monitoring	Included
Aquatics Consulting	Included
Fish Stocking (Bass and Bream)	Optional
Management Reporting	Included
Biological Control Agent Permit Applications (Tripliod Grass Carp, Mosquito Fish)	Included
Total Annual Program Investment	Annual \$1,560.00 Monthly 130.00

12 Inspections per year with treatment as necessary

**Tripliod Grass Carp stocking subject to required approval of Fish Wildlife Conservation Commission

4. **STARTING DATE:**

The starting date of this Agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing, by both parties. Services shall be continuous without interruption. The start date shall commence in the month of May.

5. **SCHEDULE OF PAYMENT:**

The sum of \$130 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. The COUNTY agrees to pay AQUAGENIX within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act, of invoice at AQUAGENIX's home office in Jacksonville, Florida. Failure to pay any amount when due shall constitute a default under this Agreement.

6. **LIMITED OFFER:**

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to AQUAGENIX's office for acceptance within that period. If not accepted within that time, the offer shall be void.

7. **EQUIPMENT AND PRODUCTS:**

AQUAGENIX agrees to use specialized equipment and products, which will provide safe and effective results for the specific site(s).

8. **ADDRESS CHANGE:**

In the event that AQUAGENIX or COUNTY undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

9. **TERMINATION PROCEDURE:**

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested to AQUAGENIX, 11210 Phillips Industrial Boulevard, Suite 1, Jacksonville, Florida 32256. Notification must be sent by certified mail, return receipt requested to the COUNTY, to Board of County Commissioners of Nassau County, C/O J. M. "Chip" Oxley, Jr., Ex-Officio Clerk, Post Office Box 4000, Fernandina Beach, Florida 32035-4000. AQUAGENIX reserves the right, subject to COUNTY approval, to

initiate surcharges relating to extraordinary price increases of water treatment products.

- a. "Date of Termination" will be defined as: one (1) month after "Notice of Cancellation" was received by AQUAGENIX in accordance with Paragraph 9.
- b. In the event that COUNTY terminates the contract, COUNTY shall pay for one months service after the end of the month in which the cancellation letter is received by AQUAGENIX.

10. **INSURANCE:**

AQUAGENIX agrees to maintain, during the term of the contract, at its sole expense, the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage at a minimum to be determined by the Board of County Commissioners. Upon written request, COUNTY may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided to Nassau Amelia Utilities for approval by the COUNTY within thirty (30) days of the execution of this Agreement.

11. **RENEWAL:**

This Agreement may be renewed for a term equal to its original term, upon agreement by the parties. The contract amount may be adjusted at a rate of four percent (4%) increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

12. **DEFAULT:**

If COUNTY defaults on any provision of this Agreement, COUNTY hereby agrees that AQUAGENIX may at its sole discretion seek any or all of the following remedies:

- a. Termination of this Agreement. In this event, COUNTY agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage subject to a determination that AQUAGENIX has satisfactorily performed the requirements of this Agreement.

13. **ADDENDA:**

- a. Water testing and bacteria monitoring shall be conducted at the sole discretion of AQUAGENIX for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by COUNTY such as trash clean-up, physical cutting and/or plant removal and other manual maintenance may be performed by AQUAGENIX staff. Extra work will be invoiced separately at AQUAGENIX's current hourly equipment and labor rates.

14. **CONTRACT DOCUMENTS:**

This Agreement constitutes the entire Agreement of AQUAGENIX and COUNTY. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both AQUAGENIX and COUNTY.

15. EMPLOYEE BACKGROUND CHECKS:

AQUAGENIX shall provide a list of names to the Nassau Amelia Utilities Director of the employees or sub-contractors that will perform work at the site(s). AQUAGENIX agrees that its employees or sub-contractors that perform work at the Nassau Amelia Utilities site shall be required to undergo criminal federal and state backgrounds checks.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



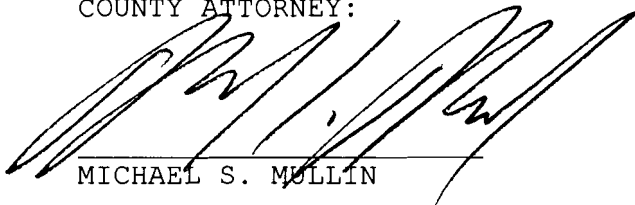
FLOYD L. VANZANT
Its: Chairman

ATTEST:




J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
COUNTY ATTORNEY:



MICHAEL S. MULLIN

AQUAGENIX



By: Gary Eckford
Its: Aquatic Manager