

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/13/2023

Contract/Lease Control #: C20-2926-PW

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: THE LAKE DOCTOR, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/01/2022

Expiration Date: 02/29/2024

Description of: MANAGEMENT OF LAKES & WATERWAYS

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: 2/9/2023
Company: The Lake Doctor, INC.
Attn: Pasco Gibson
Address: 8307 E. Bay Blvd.
City, St, Zip: Navarre, FL 32566
RE: Contract Renewal C20-2926PW

CONTRACT: C20-2926-PW
THE LAKE DOCTOR, INC.
MANAGEMENT OF LAKES & WATERWAYS
EXPIRES: 02/29/2024

Dear Mr. Gibson

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C20-2926PW for an additional term. The contract renewal period will be 03/01/2023 to 02/29/2024. The annual budgeted amount for this contract is \$7620.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

Dept. Director Jason T. Autrey, P.E., C.P.M.
Signature: _____
Digitally signed by Jason T. Autrey, P.E., C.P.M.
Date: 2023.02.13 13:59:57 -06'00'

Date: _____

Approved By: DeRita Mason
(as prescribed below on item 1)
Digitally signed by DeRita Mason
Date: 2023.02.13 14:12:50 -06'00'

Date: _____

Approved By: _____
(as prescribed below on item 1)

Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: The Lake Doctors

Approved By: Pasco Gibson

Title: Sales Manager

Date: 2/13/2023

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970



The Lake Doctors, Inc.
Aquatic Management Services

Navarre Office
8307 E. Bay Blvd.
Navarre, FL 32566
850-939-5787

February 7, 2023

1759 S Ferdon Blvd
Crestview, FL 32536

Dear Mr. Hammonds:

The anniversary date of your Lake Doctors, Inc. water management program for Okaloosa County Stormwater Division is March 1, 2023. The Lake Doctors Inc. very much appreciates your patronage over the years, and has been able to maintain pricing for years. However due to the rising costs of gas, aquatic chemicals and products, maintaining our fleet of trucks and equipment, and insurance, we are asking for a moderate increase in your monthly investment beginning with your renewal date of 3/1/2023. The Lake Doctors Inc. is seeking an increase from \$605.00 to \$635.00. Breakdown of services is below:

1.	Underwater and Floating Vegetation Control Program	\$	635.00 Monthly
2.	Shoreline Grass and Brush Control Program	\$	INCLUDED
3.	Monthly Written Service Reports	\$	INCLUDED
4.	Nutrient Abatement/Biological control	\$	NA
5.	Free Call Back Service		INCLUDED
Total of Services Accepted		\$	635.00 Monthly

If you have any questions or concerns regarding your Lake Doctors Water Management Program adjustment, please feel free to call our office at (850) 939-5787, or contact me by email at pasco.gibson@lakedoctors.com.

As always, our work will continue to focus upon fully satisfying your particular needs by providing excellent quality service, quick response to questions or problems, and deep concern for the environment.

Lake owners and managers have been placing the care and nurturing of their lakes and ponds on our professional water management programs since 1979 and we invite you to continue your service with us.

Sincerely,

Pasco K. Gibson
Sales Manager

PKG/tlh
710193

ATTACH PAYMENT HERE



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

PG/710193/r

This Agreement, made this 9th day of February 2023 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME Okaloosa County Public Works

BILLING ADDRESS 1759-A S. Ferdon Boulevard

CITY Crestview **STATE** FL **ZIP** 32536 **PHONE (850)** 689-5772

EMAIL ADDRESS roadinfo@myokaloosa.com

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: X

Hereinafter called "CUSTOMER"

REQUESTED START DATE: March 1, 2023

PURCHASE ORDER #: N/A

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):
Lake Lorraine-pd 346, Live Oak Church-pd 282, New Castle-pd311, Seville-pd314, Loblolly-pd216, Echo-pd217, and Commons Dr. Ditch-ch458 for Okaloosa County Road Dept.

Includes a minimum of twelve (12) inspections and treatments for vegetation management.

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	Vegetation management – 12 visits	\$	635.00 monthly
	A. Underwater and floating vegetation control	\$	INCLUDED
	B. Shoreline grass and brush control	\$	INCLUDED
2.	Monthly written service reports	\$	INCLUDED
3.	Monthly pond dye application	\$	NA
4.	Organic muck and nutrient abatement – 8 applications March-October (Note: these specialized applications utilize aerobic bacteria therefore are more effective with properly sized aeration systems. Please consult The Lake Doctors for aeration.	\$	NA
	Total of Services Accepted	\$	<u>635.00 monthly</u>

The above sum-total shall be due and payable in monthly installments of **\$635.00/month** including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before February 28, 2023.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed

Pasco Gibson, Sales Manager

Jason T. Autrey,
P.E., C.P.M.

Digitally signed by Jason T. Autrey, P.E., C.P.M.
Date: 2023.02.13 14:00:29 -05'00'

Signed

Dated

Name

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation. Customer must also notify THE LAKE DOCTORS if any exotic fish exist in lake or pond prior to treatment.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedo grass, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional start-up charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution.
- 12) THE LAKE DOCTORS may cancel this agreement with or without cause by 30-day written notice to customer.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. 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 THE LAKE DOCTORS and CUSTOMER.
- 16) If Agreement includes trash/debris removal, THE LAKE DOCTORS will perform the following: removal of casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris will not be included.
- 17) CUSTOMER agrees to reimburse THE LAKE DOCTORS for all processing fees for registering with third party companies for compliance monitoring services.