

**AGREEMENT BETWEEN CHARLOTTE COUNTY
and
COASTAL WILDLIFE CLUB, INC.
for
MARINE TURTLE MONITORING**

THIS AGREEMENT ("Agreement") is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as "County," and COASTAL WILDLIFE CLUB, INC., PO Box 2022, Englewood, Florida 34295, hereinafter referred to as ("Consultant"), and is effective as of the date signed below by County and Consultant. The County and the Consultant are collectively referred to in this Agreement as "Parties" and severally as "Party".

WITNESSETH

WHEREAS, County has determined that it is necessary to retain Consultant to provide marine turtle monitoring required by the Erosion Control Permit, FDEP Permit Nos. 0194790-017-JC, 0194790-018-JN & 0359636-004-JC as amended or modified ("Erosion Control Permit") held by County; and

WHEREAS, Consultant is qualified, through the Florida Fish and Wildlife Conservation Commission ("FWC") Marine Turtle Permit ("MTP") Nos. 25/26-085B, 25/26-184B, and 25/26-132C issued to Consultant as amended or modified, willing, and able to provide and perform all such services in accordance with permit terms; and

WHEREAS, County must use a FWC Permit Holder to conduct marine turtle monitoring, and only a limited number of permits are issued, County has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Work; and

WHEREAS, all work to be performed under this Agreement will be performed under FWC MTP Nos. 25/26-085B, 25/26-184B and 25/26-132C.

NOW, THEREFORE, County and Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

**ARTICLE 1.
INCORPORATION OF DOCUMENTS**

1.1 If any conflict arises between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) MTP Nos. 25/26-085B, 25/26-184B & 25/26-132C;
- 2) Erosion Control Permit FDEP Permit No. 0194790-017-JC as amended or modified;
- 3) This Agreement; and
- 4) Scope of Services.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

- 2.1. Consultant agrees to perform all the services and provide all the materials requested described in the Scope of Work (**Exhibit A**).
- 2.2. Consultant agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Any suspensions, delays or hindrances may only be compensated for by an extension of time as County may decide. Any extension shall not operate as a waiver of any other rights of County.
- 2.3. If County desires Consultant to perform any additional services related to the Projects not specifically contained in the Scope of Services, the Parties shall enter into an addendum to this Agreement.
- 2.4. Work required by this Agreement will be provided during "Season" defined as the period from April 15, 2026 through and including November 15, 2026, or until two (2) weeks after the last crawl in the project area, whichever is earlier.

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

- 3.1. County shall pay Consultant monthly during Season for the completion of work performed by Consultant listed in the Scope of Services, and in accordance with the agreed upon schedule outlined in **Exhibit B**.
- 3.2. Payment to Consultant shall be made upon County's review and approval of Consultant's monthly invoice. If County determines that the invoice is not commensurate with services performed or is otherwise out of compliance with the Scope of Services or Erosion Control requirements, Consultant shall adjust billing accordingly. Consultant shall be entitled to payment of any portion of an invoice not in dispute.
- 3.3. Consultant shall submit all invoices for services performed by the 15th day of each month to the County Purchasing Division for processing.

Invoices shall include a summary of the tasks performed including predation and disorientation information, list of monitors, and data, as conditioned by Erosion Control Permit and recorded in FWC specified format, currently Excel files generated from FWC Nesting APP entries and, specific to the 2026 Season, an additional summary of Actual Boat Days and Missed Boat Days with details.

- 3.4. County shall pay Consultant's monthly invoice in accordance with §218.70 through §218.80 Florida Statutes, 2019, the Local Government Prompt Payment Act.

ARTICLE 4.
CONSULTANT'S RESPONSIBILITIES

- 4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise, and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The

same standards of care shall be required of any subconsultant, subcontractor, or volunteer engaged by Consultant.

- 4.2.** Consultant shall supervise, inspect, and direct the work as may be necessary to perform the work in accordance with this Agreement. Consultant agrees that it is fully responsible to County for the acts and omissions of its subcontractors, volunteers, and other persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

Consultant shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. Consultant shall be responsible to see that the completed work complies fully with this Agreement.

- 4.3** Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant, subcontractor, or volunteer engaged by Consultant for one (1) year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement or any cause of action County may have arising out of the performance of this Agreement.

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

- 5.1.** All documents, data, survey reports, photographs, and any other materials submitted by the Consultant under this Agreement, hereinafter referred to as the "Data", under and applicable to this Agreement shall, become the property of the County and State without restriction or limitation as to use. Any subsequent use, other than for the specific project for which such items were created, shall be at sole risk of County.
- 5.2.** Data shall be submitted in standard formats such as .jpg, .docx, or .pdf. Copies of Monitoring Reports shall be in the file format provided by FWC. If any future specified formats are incompatible with existing County software and systems, Consultant and County shall mutually agree on an alternate format for submittal to County.

ARTICLE 6. COUNTY'S RESPONSIBILITIES

- 6.1.** County shall perform its responsibilities in a timely manner so as not to delay the services of Consultant.
- 6.2** County shall maintain a Public Works project update website link where the following information can be found:
- a. Project updates;

- b. Notification of Joint Coastal Permit modifications, upon application, and as they are approved; and
 - c. Notification of links to latest project aerials and diagrams as they become available.
- 6.3 County shall provide trapping services for and/or pick up of trapped nuisance animals causing harm to marine turtles, hatchlings, eggs or nests within the Monitoring Areas, defined in the Scope of Services, as needed, at the County's discretion, and as budgetary constraints allow; Consultant shall be provided a copy of all USDA trapping reports within the Monitoring Area once received.
- 6.4 If emergency construction is permitted by County during Season to address erosion control, the County's contractor shall coordinate with Consultant prior to operating construction equipment on the beach.
- 6.5 If a beach raking is permitted or required during Season, County shall require that the County's contractor coordinates with Consultant prior to operating equipment on the beach.
- 6.6 County shall provide notice to Consultant of special events that include use of nesting habitat during sea turtle nesting season, such as triathlons, as soon as practicable after County receives application for the event permit.

ARTICLE 7.

TERM / TERMINATION

- 7.1 The term of this Agreement shall be for the period of April 15, 2026 through and including December 31, 2026.
- 7.2 County and Consultant shall have the right at any time upon thirty (30) calendar days' written notice to the other to terminate the services of Consultant; and, in that event, Consultant shall cease work and shall deliver to County all Data prepared or obtained by Consultant-related to this Agreement. County shall pay to Consultant, and Consultant shall accept as full payment for its services, fees for all tasks completed in accordance with the Scope of Services.
- 7.3 If Consultant is notified that Consultant's Florida Fish and Wildlife Conservation Commission Permit is not being renewed or is being revoked Consultant shall notify the County within twenty-four (24) hours of notice and this Agreement shall terminate immediately. Consultant shall cease work and shall deliver to County all Data prepared or obtained by Consultant in connection with its services. County shall pay to Consultant, and Consultant shall accept as full payment for its services, fees for all tasks completed at time of termination, in accordance with Scope of Services.

**ARTICLE 8.
NOTICES**

8.1 Notices affecting the terms of this Agreement shall be sent certified mail, return receipt requested, to the Parties at the addresses listed below:

Consultant:
Coastal Wildlife Club, Inc.
c/o Zoé Bass, President
PO Box 2022
Englewood, FL 34295

County:
Kimberly A. Corbett, Sr. Division Manager
Purchasing Division
18500 Murdock Circle, Ste. 344
Port Charlotte, FL 33948

Copy to:
Community Services Department
1120 Centennial Blvd.
Port Charlotte, FL 33953

8.2 Notifications and reports required by the Scope of Services may be sent by fax, email, or regular U.S. mail as directed by the Manager of Parks and Natural Resources or his/her designee.

**ARTICLE 9.
NO CONTINGENT FEES**

9.1 Consultant certifies that it has not employed or retained any company or person to solicit or secure this Agreement. County shall have the right to terminate the Agreement without liability, at its discretion, to recover, the full amount of consideration paid to any company or person paid by Consultant to secure this Agreement.

**ARTICLE 10.
ASSIGNMENT**

10.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

**ARTICLE 11.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

11.1 This Agreement represents the entire and integrated Agreement between County and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

11.2 If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any breach of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of any subsequent breach.

11.3. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both Parties.

- 11.4 This is a nonexclusive Agreement. County has the right to enter into agreements with other consultants for providing marine turtle monitoring services.

ARTICLE 12.
GOVERNING LAW / VENUE

- 12.1 This Agreement shall be governed and construed in accordance with Florida law. If litigation arises between the Parties, venue for such litigation shall lie exclusively in Charlotte County, Florida.

ARTICLE 13.
INDEPENDENT CONTRACTOR STATUS

- 13.1 Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of County.

Neither County, nor any of its employees, shall have any control over the conduct of Consultant or any of Consultant's employees or volunteers. Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants, or employees are in any manner agents, servants, or employees of the County. It is understood and agreed that Consultant is a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

- 13.2 Under the authority of its FWC MTP, Consultant may provide education and outreach as a representative of the State.

ARTICLE 14.
AUDIT REQUIREMENTS

- 14.1 Consultant shall maintain Data relating to this Agreement for a minimum of five (5) years after completion of the work, and available and accessible at the Consultant's address of record as listed on the Agreement for County, or any of its authorized representatives to inspect, audit, and copy during normal business hours. Prior to destruction of any Data the Consultant shall notify County and deliver to County any records County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and any subcontractor.

ARTICLE 15.
EQUAL EMPLOYMENT OPPORTUNITY

- 15.1 Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Consultant must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans

with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Consultant agrees that:

- a. No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Agreement;
- b. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause;
- c. Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status; and
- d. County may require Consultant to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Consultant's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Agreement upon receipt of evidence of discrimination.

**ARTICLE 16.
INDEMNIFICATION / ACCIDENTS**

16.1 Consultant agrees to the Insurance and Indemnification requirements as stated in **Exhibit C**. In addition to the Insurance requirements as stated in **Exhibit C**, Consultant agrees to provide a copy or proof of its insurance policy to the County's Risk Assessment Manager within ten (10) days of entering into this Agreement.

16.2 Consultant must promptly report to County, in writing, any accidents arising out of, or in conjunction with, the performance of the work, whether in, or adjacent to, the site, which cause death, personal injury, or property damage, and must provide full details and witness statements. If death or serious injury or damage occurs the accident shall be reported immediately by telephone or messenger to County.

If a claim is made by anyone against Consultant or its subcontractor, or volunteer, Consultant shall promptly report the facts in writing to County and provide full details of the claim.

16.3 Consultant agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless County and its authorized officers, employees, agents and volunteers from all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by County because of any claim except where such indemnification is prohibited by law. This

indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. Consultant indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" as defined by Florida Statute 768.28. Consultant agrees that the first ten dollars (\$10.00) of compensation received under this Agreement represents specific consideration for this indemnification obligation.

ARTICLE 17.
PUBLIC RECORDS (PURSUANT TO SECTION 119.0701 F.S.)

17.1 IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT SHOULD BE MADE TO THE CUSTODIAN OF PUBLIC RECORDS AT 941-743-1441; RECORDS@CHARLOTTECOUNTYFL.GOV; RECORDS DIVISION, 18500 MURDOCK CIRCLE, PORT CHARLOTTE, FLORIDA , 33948

17.2 Further, Consultant shall comply with public records laws, and shall specifically:

- a. Keep and maintain public records required by County to perform the service;
- b. Upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to County; and
- d. Upon completion of the Agreement, transfer, at no cost, to County all public records in possession of the Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to the County upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of County.

ARTICLE 18.
E-VERIFY REGISTRATION

- 18.1** Pursuant to Section 448.095, Florida Statutes, all persons or firms entering Agreements with the County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Consultant to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of Agreement pursuant to s. 448.095(2)(c)(3), Fla. Stat.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement as of the date signed by County and Consultant.

WITNESSES:

COASTAL WILDLIFE CLUB, INC.

Signed By: _____

Signed by: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Signed By: _____

Date: _____

Print Name: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk of the
Board of County Commissioners

By: _____
Joseph M. Tiseo, Chairman

Date: _____

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas David, County Attorney
LR26-0333

- Exhibit List:
 Exhibit A – Scope of Services
 Exhibit B – Compensation
 Exhibit C – Insurance and Bonding Requirements
 Exhibit D – Sample report forms

EXHIBIT A SCOPE OF SERVICES

The monitoring shall be provided in relationship to marine turtle nesting activity.

Consultant shall provide documentation of a valid FWC Marine Turtle Permits (“MTP”) Nos. 25/26-085B, 25/26-184B & 25/26-132C authorizing the nesting survey and related activities identified within the Scope of Services prior to the award of this Agreement to the Natural Resources Division and within five (5) business days of receipt from the State. Consultant will be required to become familiar and knowledgeable with Charlotte County's Erosion Control Permit No.'s 0194790-017-JC, 0194790-018-JN & 0359636-004-JC specific conditions and requirements.

Purpose:

Specifically, during marine turtle nesting seasons, with and without construction activity:

- To ensure County compliance with the FDEP Erosion Control Permit conditions.
- To ensure County is notified of impacts to, and activities involving, marine turtles.

Monitoring Area:

Area 1 (Manasota Key): The North Manasota Key gulf beach from ~R-1 to ~R15.4 (Stump Pass Beach State Park north boundary).

Area 2 (Stump Pass Beach State Park): The South Manasota Key gulf beach otherwise known as Stump Pass Beach State Park from ~R15.4 south to the north shore of Stump Pass, crossing the cut created in 2024 by Hurricane Milton known locally as “Miltons Pass” when the cut is closed and/or when conditions allow safe crossing on foot. The Consultant shall determine what is considered reasonable and safe access to the area south of the cut.

Area 3 (PI/KI/DPI): The south shore of Stump Pass on the severed spit from ~R22 south through Palm Island, Knight Island and Don Pedro beaches to R-40 (Don Pedro Island State Park north boundary).

Time frame:

April 15, 2026 through November 15, 2026 with final Project Report due to County by December 31, 2026.

Services:

Charlotte County has identified two separate levels of service for nesting seasons:

- Seasons with construction/dredging activity.
- Seasons without construction activity.

Consultant (and identified volunteers under the supervision of the FWC MTP Holders) shall provide the following services, and satisfy additional sea turtle related conditions as referenced in the FDEP Permit No. 0194790-017-JC as amended or modified and the USFWS Biological Opinion, Service CPA No. 04EF2000-2015-CPA-0030.

1. Seasons with construction/dredging activity:

- a. Consultant shall attend a pre-construction meeting to be scheduled with at least ten (10) business days advanced notice. If authorized volunteers do not attend the meeting, the Consultant is fully responsible for communicating all pertinent information.
- b. **Daily Nesting Activity Monitoring.** Consultant shall perform daily monitoring of marine turtle nesting activity as required by FWC MTP. Consultant shall notify County of any nests newly identified that may be impacted because of construction activity by close of business, daily. If notification to County is via telephone call, Consultant shall provide subsequent email notification to Staff within twenty-four (24) hours.

Note: Per the FDEP Permit Modification No: 0359636-004-JC, marine turtle monitors may enter a posted shorebird buffer/exclusion area only if the nests are in danger of predation and FWC has given the designated marine turtle monitor authorization to enter the posted shorebird area. Monitors are not authorized to conduct monitoring or relocate nests within such buffer/exclusion areas unless specifically authorized by FWC shorebird or marine turtle staff for each instance (and as allowed pursuant to the FDEP permit).

- c. **Daily Escarpment Monitoring.** During the contracted monitoring period and following sand placement, Consultant will notify County, FDEP, and FWC staff ASAP by email, of new escarpments discovered during daily nest survey(s). If notification to County is via telephone call, Consultant will send email notification to staff within twenty-four (24) hours. FDEP and FWC should be emailed at JCPcompliance@DEP.state.fl.us and at MarineTUrtle@MYFWC.com.

Note: Consultant is responsible for notification only and not for escarpment details such as distance and height measurements.

- d. Nest relocations due to construction activities and/or sand placement as identified on page 18 of FDEP Permit No: 0194790-01-JC, are to be performed no later than 9 AM, the morning following deposition. The Natural Resources Division should be notified of the original and the relocation sites within twenty-four (24) hours of relocation. Relocations by CWC patrollers are permitted in Area 2, Stump Pass Beach State Park only.

2. Seasons without construction/dredging activity:

- a. **Daily Nesting Activity Monitoring.** Consultant shall perform daily monitoring of marine turtle nesting activity as required by the FWC MTP.

Note: per the FDEP Permit Modification No: 0359636-004-JC, marine turtle monitors may enter a posted shorebird buffer/exclusion area only if the nests are in danger of predation and FWC has given the designated marine turtle monitor authorization to enter the posted shorebird area. Monitors are not authorized to conduct monitoring or relocate nests within such buffer/exclusion areas unless specifically authorized by FWC shorebird or marine turtle staff for each instance (and as allowed pursuant to the FDEP permit).

- b. **Daily Escarpment Monitoring.** During the contracted monitoring period and following sand placement, Consultant will notify County, FDEP, and FWC staff ASAP by email, of new escarpments discovered during daily nest survey(s). If notification to County is via telephone call, Consultant will send email notification to staff within 24 hours. FDEP and FWC should be emailed at JCPcompliance@DEP.state.fl.us and at MarineTurtle@MYFWC.com.

Note: Consultant is responsible for notification only and not for escarpment details such as distance and height measurements.

3. **Communication and Additional Notifications (during construction & non-construction seasons):**

- a. **Disorientations:**

Consultant will identify and provide information on adult and hatchling disorientations to Parks and Natural Resources Division Staff as soon as possible and by close of business daily. If notification to County is via telephone call, Consultant must provide subsequent email notification to Staff within twenty-four (24) hours.

- b. **Lighting, obstructions, and other threats:**

Consultant will identify and provide information to County about possible lighting issues, depredation, obstructions, and other threats to nesting turtles and hatchlings such as holes, fireworks, beach driving and beach fires as these issues become apparent. If notification to County is via telephone call, Consultant shall provide subsequent email notification to Staff within twenty-four (24) hours of phone call.

- c. **Predation:**

In Area 3 (PI/KI/DPI), Zones 20 – 25, if predation exceeds 20% of nests, per zone, despite pro-active measures such as trapping and removal of predator animals, screening - with some exceptions at the discretion of the Principal Permit Holder -will be used to protect nests.

4. Monthly Monitoring Reports:

Consultant will provide County Monthly Reports by the 15th of each subsequent month, such reports to include data per requirements of and in the reporting, format specified by the FWC and FDEP.

5. Project Report:

Consultant will prepare and send a Final Project Report to the Florida Fish & Wildlife Conservation Commission in compliance with the FWC MTP Holder requirement. A copy of the Final Project Report must be submitted to Charlotte County Natural Resources Division after nesting season and no later than December 31, 2026.

6. Access to Palm Island:

Consultant acknowledges receipt of a copy of the signed June 29, 2016 Memorandum of Understanding (MOU) between Charlotte County and Palm Island Transit that pertains to sea/marine turtle monitors. Arrangements for ferry service outside the conditions listed in the MOU will be the responsibility of the Consultant.

Consultant shall be notified by email of any changes to the June 29, 2016 MOU or any subsequent MOU that pertains to sea/marine turtle monitors within five (5) business days of signing.

EXHIBIT B

COMPENSATION

A. Monthly payment for monitoring work shall be based on the following work completed:

1. Daily monitoring for nesting activity and escarpments; and
2. Reports and Notifications.

Payment for CWC monitoring work and associated notifications and reports: \$225,000.00 to be paid to Coastal Wildlife CWC, Inc. in six (6) increments of \$32,142.00 per month April through November with an additional final payment due on or about December 31, 2026.

Final payment of \$32,148.00 will be paid upon submission and County approval of a final Project Report and invoice due no later than December 31st, 2026.

B. Total Compensation:

For the 2026 season, upon County approval of monthly reports, notifications and invoices, as outlined in this Agreement, County shall make a total payment of \$225,000.00 for monitoring activities as outlined in the contract.

For grant purposes only the cost breakdown by funding source is as follows:

Location	R-marker	Percentage	Cost
Manasota Key Beach MSBU	R1-R15.4	37%	\$83,250
Stump Pass State Park, Palm Island MSTU	R15.4 (pass), R22-R28	35%	\$78,750
Don Pedro Beach MSBU	R28-R40	28%	\$63,000

C. Invoices:

Consultant shall submit all preliminary monthly reports with invoice for services provided through the end of the month prior to Agreement signature date if Agreement has not been signed prior the start of nesting season. Thereafter, remaining monthly reports and invoices will be submitted by the 15th of the following month.

Payments as described above include compensation for all associated costs of time, supervision, data management, materials and supplies.

EXHIBIT C
INSURANCE AND BONDING REQUIREMENTS

Coastal Wildlife Club, Inc. (Consultant) shall, at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in this agreement.

Charlotte County may maintain its own liability insurance.

The General Liability provided by the Consultant to meet the requirements shall name Charlotte County, Florida, as an additional insured as to the operations of the Consultant under this agreement.

Charlotte County Board of County Commissioners shall be named as the Certificate Holder.

Charlotte County
Board of County Commissioners
Port Charlotte, Florida

The Consultant must identify on the Certificate of Insurance the nature and amount of self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations if requested. All self-insured retentions or deductibles will be the Consultant's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the agreement for the duration of said agreement.

Should at any time the Consultant not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or, at its sole discretion, be authorized to purchase such coverage(s) and charge the Consultant for such coverage(s) purchased. If the Consultant fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due the Consultant under this Agreement or any other agreement between the County and the Consultant. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the agreement, the Consultant shall furnish to the County a renewal or replacement Certificate(s) of Insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of the Consultant to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate all contracts.

INSURANCE AND BONDING REQUIREMENTS

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements as may be applicable, or waiver provided by the State
2. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage. \$ <u>1,000,000</u> per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Consultants; Products and Completed Operations and Contractual Liability.
3. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Consultant shall indemnify and hold harmless Charlotte County, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or anyone employed or utilized by the Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute §768.28.
4. <input checked="" type="checkbox"/> Additional Insured	Charlotte County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability.
<input checked="" type="checkbox"/> Certificate Holder	The Certificate Holder shall be named as Charlotte County Board of County Commissioners, OR, Board of County Commissioners in Charlotte County, OR Charlotte County Government, OR Charlotte County.
5. <input checked="" type="checkbox"/> Cancellation	Thirty (30) Days Cancellation Notice required.

EXHIBIT D

M	S	V	AF	AJ	AU	AM	AL	AK	AL	AM	AU	AX	BP	BQ	BS	BT	BV	BX	CB	CD	CH	CI	CL	CM	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DZ	EB	EC	ED		
Survey Date	Address	Species	Clutch Verified	Local Nest ID	Search of Structure/Bleed	Structure/Bleed	Emcocater	Structure/Bleed Type	Distance to DUNE - Feet	Distance to HT Line - Feet	INITIAL Treatment	FINAL Treatment	Treatment Change Date - Text	Treatment Change Reason	Cage Material	Emergence Date1 - Text	Emergence Date2 - Text	Emergence Date3 - Text	Nest Invented	No Nest Inventory Reason	Inventory Date - Text	Nest Checked Daily	Dead Hatchlings	Empty Shells	Pipped Dead	Pipped Live	Whole Eggs	Damaged Eggs	Num Egg Dur Incu	Approx Clutch Size	Over Ten Live (Action taken)	DZO Matching	DZO Num Hatch	DZO Hatch Found	DZO Hatch Found					
2	4/22/2024	2.5 12A	Cc	Yes	001	No	No	Structure	95	20	A	A			Metal	6/19/2024			Yes	No Nest Inventory	4/22/2024	Yes	0	9	34	11	0	26	1	1	73									
3	5/18/2024	29 S 11B	Cc	Yes	002	No	No	Structure	110	50	B	B			Metal	4*x* 6/24/2024			Yes		5/18/2024	Yes	7	22	80	0	0	28	0	0	108	Released								
4	5/18/2024	33 S 18A	Cc	Yes	003	No	No	Structure	171	36	B	B			Metal	4*x* 6/27/2024			Yes		5/18/2024	Yes	8	0	80	3	0	10	0	0	93									
5	5/18/2024	36 S 2B	Cc	Yes	004	No	No	Structure	36	80	B	B			Metal	4*x* 6/29/2024			Yes		5/18/2024	Yes	1	2	73	1	0	11	0	0	85									
6	5/18/2024	32S 11A	Cc	No	005	No	No	Structure	100	42	A	A							NO	CLU																				
7	5/18/2024	28 N 3B	Cc	Yes	006	No	No	Structure	30	41	B	B			Metal	4*x* 7/3/2024	7/5/2024		NO	CLU																				
8	5/18/2024	24 S 6A	Cc	Yes	007	No	No	Structure	10	95	B	B			Metal	4*x* 6/29/2024			Yes		7/18/2024	Yes	0	0	97	2	0	10	0	0	109									
9	5/18/2024	20 S 8A	Cc	Yes	008	No	No	Structure	5	95	B	B			Metal	4*x* 6/28/2024			Yes		7/18/2024	Yes	0	1	49	0	0	10	0	0	59									
10	5/18/2024	15 S 9B	Cc	No	009	No	No	Structure	3	125	A	A							NO	CLU																				
11	5/18/2024	42N11B	Cc	Yes	010	No	No	Structure	100	10	A	A							NO	CLU																				
12	5/18/2024	22S12B	Cc	Yes	011	No	No	Structure	90	26	B	B			Metal	4*x* 6/29/2024			Yes		7/18/2024	Yes	0	2	72	4	0	14	0	0	90									
13	5/18/2024	@13B	Cc	Yes	012	No	No	Structure	77	44	B	B			Metal	4*x* 6/29/2024			Yes		7/18/2024	Yes	1	6	84	10	0	9	0	0	103									
14	5/18/2024	18S18A	Cc	Yes	014	No	No	Structure	100	20	A	A							NO																					
15	5/18/2024	34S18B	Cc	Yes	015	No	No	Structure	100	20	A	A							NO																					
16	5/18/2024	17 N 3B	Cc	Yes	016	No	No	Structure	75	54	B	B			Metal	7/2/2024			Yes		7/18/2024	Yes	0	0	87	0	0	4	0	0	91									
17	5/18/2024	15 N 9	Cc	Yes	017	No	No	Structure	40	23	A	A			Metal	4*x* 7/8/2024			Yes		7/18/2024	Yes	0	0	9	2	0	81	0	0	92									
18	5/18/2024	36 S 16	Cc	Yes	018	No	No	Structure	111	50	B	B			Metal	4*x* 7/1/2024	7/3/2024		Yes		7/18/2024	Yes	0	0	66	0	0	37	0	0	103									
19	5/18/2024	52 n 18a	Cc	Yes	019	No	No	Structure	120	30	B	B			Metal	4*x* 7/1/2024	7/3/2024		Yes		7/18/2024	Yes	8	6	88	16	0	12	0	0	116									
20	5/18/2024	48 n 18a	Cc	Yes	020	No	No	Structure	136	14	A	E	6/1/2024	NEX					NO																					
21	5/18/2024	6 S 18a	Cc	Yes	021	No	No	Structure	126	30	B	B			Metal	4*x* 7/3/2024			Yes		7/18/2024	Yes	1	7	71	1	0	20	0	0	96									
22	5/18/2024	60 S 19	Cc	Yes	022	No	No	Structure	200	20	A	A							NO																					
23	5/18/2024	70 S 10	Cc	Yes	023	No	No	Structure	27	84	B	B			Metal	4*x* 7/3/2024			Yes		7/18/2024	Yes	0	6	120	16	0	6	0	0	142									
24	5/18/2024	12 n 18	Cc	Yes	024	No	No	Structure	140	10	A	A							NO																					
25	5/18/2024	4 S 4	Cc	Yes	025	No	No	Structure	26	62	B	B			Metal	4*x* 7/6/2024			NO																					
26	5/18/2024	@14	Cc	Yes	026	No	No	Structure	86	32	B	B			Metal	4*x* 7/4/2024			Yes		7/18/2024	Yes	1	0	70	8	0	10	0	0	83									
27	5/18/2024	38S9A	Cc	Yes	027	No	No	Structure	34	52	B	B			Metal	4*x* 7/5/2024			Yes		7/18/2024	Yes	1	1	66	2	0	11	0	0	79									
28	5/18/2024	18S15	Cc	Yes	028	No	No	Structure	118	43	B	B			Metal	4*x* 7/7/2024			Yes		7/18/2024	Yes	0	0	66	1	0	54	0	0	121									
29	5/18/2024	32S16	Cc	Yes	029	No	No	Structure	136	26	A	A			Metal	4*x* 7/5/2024			Yes		7/18/2024	Yes	0	0	38	0	0	12	0	0	50									
30	5/18/2024	10N18A	Cc	Yes	030	No	No	Structure	200	58	B	B			Metal	4*x* 7/8/2024			Yes		7/18/2024	Yes	0	2	66	0	0	25	0	0	91									
31	5/18/2024	24 N 0B	Cc	Yes	031	No	No	Structure	90	48	B	B			Metal	4*x* 7/17/2024			Yes		7/18/2024	Yes	0	0	3	1	0	106	0	0	110									