

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.
CM3665

SECTION 1 - GENERAL INFORMATION
 Requesting Department: OMB/SAISSA Contact Person: Chris Lacambra/Tracy Poore
 Telephone: (904) 530-6010 Email: clacambra@nassaucountyfl.com/tpoore@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION
 Name: Amelia Island Sea Turtle Watch, Inc.
 Address: P.O. Box 566
 City: Fernandina Beach State: FL Zip Code: 32034
 Vendor's Administrator Name: Mary Duffy Title: Vice President
 Telephone: - Email: mdcaretta@comcast.net

SECTION 3 - VENDOR AUTHORIZED SIGNATORY
 Authorized Signatory Name: Mary Duffy
 Authorized Signatory Email: mdcaretta@comcast.net
 (IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION
 Contract Name: Professional Monitoring Services for Sea Turtle Nesting Activity
 Type: New Contract Work Authorization Supplemental Agreement
 Short Description of Product(s)/Service(s) Being Requested: Monitoring and Reporting Sea Turtle nesting
 (GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)
 Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
 Other: _____
 Amount of Initial Contract Term: \$8,000.00
 Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
 Year 3: _____ Year 4: _____
 Total Amount of Contract (Initial Term + Renewal Options): \$8000.00 (Estimate if necessary)
 Account Number: 43600539-531308
 Source of Funds: County State Federal Other: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE
 Insurance Category: Category L Category M Category H Other: Volunteer Waivers and Hold Harmless Affidavits
 Risk Manager Initials: MP

SECTION 6 - AMENDMENT INFORMATION
 Contract Tracking No: _____ Amendment No: _____
 Type of Amendment: Renewal Time Only Extension Additional Scope Other: _____
 Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
 New Contract Amount including this Amendment: _____
 Account Code Change From: _____ To: _____
 County Authorized Signatory: BOCC Chairman County Manager
 (IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|--|
| 1. <u>Chris Lacambra</u> <u>4/26/2024</u> | 3. <u>Tracy Poore</u> <u>4/29/2024</u> |
| Department Head/Contract Manager Date | Procurement Date |
| 2. <u>Chris Lacambra</u> <u>4/26/2024</u> | 4. <u>Denise C May</u> <u>4/30/2024</u> <u>AFJ</u> |
| Office of Mgmt. & Budget Date | County Attorney Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 4/30/2024
 County Manager Date

4/26/2024

**CONTRACT FOR PROFESSIONAL MONITORING SERVICES OF SEA TURTLE
NESTING ACTIVITY**

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and **Amelia Island Sea Turtle Watch, Inc.**, located at PO Box 566 Fernandina Beach, FL 32034, hereinafter referred to as the “Consultant on the day and year last written below (hereinafter “Effective Date”).

WHEREAS, the County desires to obtain professional services for monitoring Sea Turtle nesting activity on Amelia Island. Said services are more fully described in the *Scope of Services*, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A”.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are incorporated into and made part of this Contract:

Exhibit “A” CONSULTANT’S SCOPE OF PROFESSIONAL SERVICES

Exhibit “B” VOLUNTEER PARTICIPANT RELEASE AND WAIVER OF
LIABILITY AND HOLD HARMLESS AGREEMENTS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit “A”.

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit “A”.

4.2 Services requested by the County or the County’s representative that are not set forth in Exhibit “A” shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County’s Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County’s representative.

5.2 The County hereby designates the Director of the Office of Management and Budget, or designee, to act on the County’s behalf under this Contract. The County Manager, or designee, under the supervision of the County Manager, shall have complete authority to

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transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on May 1, 2025. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. The County Manager is hereby authorized to execute any Contract renewal, amendment and/or modification upon approval by the County Attorney's Office. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed Eight Thousand Dollars (\$8000.00), in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the Director of Office of Management and Budget, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be

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accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities,

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contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

Contract Tracking No. CM 3665**SECTION 16. Assignment and Subcontracting.**

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials 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 Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the

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Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect,

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consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the

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Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Volunteer Participant Release and Waiver of Liability and Hold Harmless Agreements.

27.1 The Consultant shall ensure that all Volunteer Participants have executed a Volunteer Participant Release and Waiver of Liability and Hold Harmless Agreement as provided in Exhibit "B". If, at any time during the term of this Contract, the Consultant adds a new Volunteer Participant, then the Consultant shall provide to the County a fully executed Volunteer Participant Release and Waiver of Liability and Hold Harmless Agreement for that

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new Volunteer Participant and shall do so within thirty (30) days of the addition of the new Volunteer Participant to the Consultant's roster.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms is reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

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date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the 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 Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

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d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, 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 Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

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- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

30.8 In reference to any public records requested under this Contract, the Consultant shall identify and mark specifically any information which the Consultant considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Consultant believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

30.9 In conjunction with the confidential and/or proprietary information designation, the Consultant acknowledges and agrees that after notice from County, the Consultant shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Consultant shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

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30.10 The Consultant further agrees that by designation of the confidential/proprietary material, the Consultant shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Consultant's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to the Consultant's designation of material as exempt from public disclosure.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Scrutinized Companies and Public Entity Crimes.

32.1 The Consultant is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Section 287.135, Florida Statutes, regarding Scrutinized Companies, and represents to County that the Consultant is qualified to transact business with public entities in Florida, and to enter into and fully perform this Contract subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

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County: **NASSAU COUNTY, FLORIDA**

Attn: Chris Lacambra OMB Director

96135 Nassau Place Suite 2

Yulee, Florida 32097

Consultant: **AMELIA ISLAND SEA TURTLE WATCH, INC.**

Attn: Mary Duffy

P.O. Box 566

Fernandina Beach, FL 32034

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

Contract Tracking No. CM 3665

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

Contract Tracking No. CM 3665**SECTION 42. Change of Laws.**

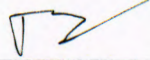
42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

Contract Tracking No. CM 3665

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

NASSAU COUNTY, FLORIDA



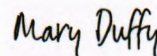
By: Taco Pope
Its: County Manager
Date: 4/30/2024

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

**AMELIA ISLAND SEA TURTLE WATCH,
INC.**



By: Mary Duffy
Its: President
Date: 4/29/2024

'Exhibit A'

SCOPE OF WORK

AMELIA ISLAND SEA TURTLE WATCH, INC.

Project Name/Location:

1. Project Name: 2024 Sea Turtle Monitoring and Annual Report
2. Location: Sea Turtle activity monitoring within the SAISSA Project Area (North end of Amelia Island Plantation to the North boundary of the Amelia Island State Park at the south end of the island).

Scope/Intent and Extent of Services:

The Amelia Island Sea Turtle Watch, Inc. ("AISTW") will monitor Sea Turtle nesting activity on Amelia Island in accordance with its permit requirements (MTP 088, attached) and as noted below. AISTW will provide the South Amelia Island Shore Stabilization Association, Inc. ("SAISSA") a report of said annual activity as detailed below in the scope of work:

The scope of work for AISTW will include but is not limited to the following:

1. Daily survey to identify all sea turtle activity. This work shall begin the earlier of the first nesting event or May 1, 2024, whichever event is first, and the end of the last nest hatched or November 15, 2024, whichever event is later.
2. Furnishing and placing wooden stakes and survey tape to mark and protect the nests.
3. Prepare and furnish an Annual Report by December 13, 2024 (via electronic media) in accordance with the requirements as stated in the Joint Coastal Permit, South Amelia Island Beach Nourishment, Permit No. 0187721-013-1C, pages 19-21 attached hereto as Exhibit A and to SAISSA, Inc and its coastal Engineering Consultant, Olsen Associates, Inc.
4. AISTW is not responsible for the lighting survey or compaction testing referenced on page 20 of Exhibit A.

Fee Arrangement:

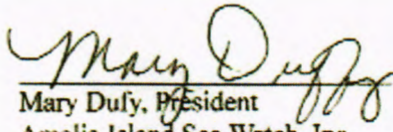
The total fee including all expenses is Eight Thousand and no Cents (\$8,000.00). Payment shall be made in two equal payments, one in mid- April 2024 and the other in mid-September 2024. To receive payment, AISTW is required to submit an invoice requesting payment prior to the 25th day of the preceding month.

Addresses of Record:

Tery Cole
President
C/o Amelia Island Management
South Amelia Island Shore Stabilization Association, Inc 540 First Coast Highway
Amelia Island, Florida 32034

Mary Duffy, President
Amelia Island Sea Watch, Inc.
P.O. Box 566
Fernandina Beach, FL 32035

Accepted by:


Mary Duffy, President
Amelia Island Sea Watch, Inc.

4/16/24
(Date)

EXHIBIT A

**FLORIDA DEPARTMENT OF
Environmental Protection**

**Bob Martinez Center
2600 Blair Stone Road Tallahassee, FL 32399-2400**

**Ron DeSantis Governor Jeanette Nuñez
Lt. Governor Noah Valenstein
Secretary**

**CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS
AUTHORIZATION**

**PERMITTEE: South Amelia Island Shore Stabilization Assoc. c/o Amelia Island
Management, Inc. Attn: William R. Moore
5440 First Coast Highway
Amelia Island, FL 32034 Moor1706@bellsouth.net Nassau County Board of County
Commissioners
Attn: Taco Pope, County Manager
96135 Nassau Place Yulee, FL 32097 countymanager@nassaucountyfl.com**

**Division of Recreation and Parks Florida Department of Environmental Protection Attn:
Michael W. Foster, P.E. Chief, Bureau of Design and Construction, Florida Park Service
3900 Commonwealth Blvd., MS 500
Tallahassee, FL 32399-3000 Michael.Foster@floridadep.gov AGENT:
Olsen Associates, Inc.
Attn: Albert E. Browder, Ph.D., P.E. 2618 Herschel St. Jacksonville, FL 32259
abrowder@olsen-associates.com
PERMIT INFORMATION: Permit Number: 0187721-013-JC Project Name: South Amelia
Island
Beach Nourishment
County: Nassau Issuance Date: March 22, 2021**

Expiration Date: March 22, 2036

**REGULATORY AUTHORIZATION: This permit is issued under the authority of Chapter 161
which includes consideration of the provisions contained in Part IV of Chapter 373, Florida
Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating
Agreements executed between the**

Joint Coastal Permit South Amelia Island Beach Nourishment Permit No. 0187721-013-JC
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Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity. **PROJECT DESCRIPTION:** The project consists of beach nourishment along approximately 3.6 miles of shoreline at the southern end of Amelia Island using beach compatible material obtained from Nassau Sound.

The primary borrow area, which is the only authorized borrow area for the project, lies within the Nassau Sound ebb shoal complex. The beach fill template ties directly into the upland dune system along the landward limits of the template. This authorization is for one nourishment event only.

The landward fill areas will be variable with a maximum elevation of +10.0 feet North Atlantic Vertical Datum (NAVD). The landward portion of the beach berm will be flat with a berm elevation of +10.0 feet NAVD and a variable width ranging from 10 feet to 120 feet. The seaward portion of the berm will be 192 feet wide with a seaward slope of 1V:55H to an elevation of +6.5 NAVD. The foreshore slope of the berm will be 1V:15H until it ties into the existing grade. The construction berm template also includes a +0.5-foot elevation tolerance. Sand fencing and planting of dune vegetation is also authorized within the approved project template.

PROJECT LOCATION:

The beach placement site is located between Department Range Monuments R-59 and R-79 at the (buried) terminal rock groin on the Amelia Island State Park property near the southern tip of Amelia Island, Nassau County, Sections 1, 6, 38, 39, 18, 22, Township 1 North and 2 North, Range 29 East and 28 East. The borrow area is located within the Nassau Sound ebb shoal

complex, in the Atlantic Ocean, Class III Waters. The primary borrow area is located north of the

Nassau River-St. Johns River Marshes Aquatic Preserve and Outstanding Florida Waters (OFW) and borders the northern boundary of the FWC Nassau Sound Islands Critical Wildlife Area (CWA) and partially within the FWC Amelia Island CWA.

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility

to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253, F.S., Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

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The Department has determined that the use of the borrow area, for five years or less, and the placement of sand qualify for a Letter of Consent to use sovereign, submerged lands, as long

as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted, pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act. **WATER**

QUALITY CERTIFICATION:

This permit constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341. **OTHER PERMITS:**

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the

Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to

construction could subject you to federal enforcement action by that agency. **AGENCY ACTION:** The above named Permittee is hereby authorized to construct the work that is outlined in

the Project Description and Project Location of this permit and as shown on the approved permit

drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. This permit and authorization to use sovereign submerged lands are subject to the General Conditions, General Consent Conditions, Specific Conditions, and the attached plans, which are a binding part of this permit and authorization. Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL CONDITIONS: 1. All activities authorized by this permit shall be implemented as set forth in the project description, permit drawings, plans and specifications approved as a part of this permit,

and all conditions and requirements of this permit. The Permittee shall notify the Department in writing of any anticipated deviation from the permit prior to

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implementation so that the Department can determine whether a modification of the permit is required pursuant to Rule 62B-49.008, F.A.C.

2. If, for any reason, the Permittee does not comply with any condition or limitation specified in this permit, the Permittee shall immediately provide the Department and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; and, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.

4. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the Permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed. 5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise. 6. This permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the Permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges. 7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The Permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit. 8. The Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the

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permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules. 9. At least 48 hours prior to commencement of activity authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the Permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.

10. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The Permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. 11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the Permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings electronically submitted to the Department, by email at JCPCCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS: 1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

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2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.
6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.
9. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

SPECIFIC CONDITIONS:

1. Unless otherwise specified in the specific conditions of this permit all submittals required herein (e.g., progress reports, water-quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). Email submittals shall be sent to the Department's JCP Compliance Officer (e-mail address: JCPCCompliance@dep.state.fl.us). If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external hard drive shall be mailed to:
Department of Environmental Protection
Office of Resilience and Coastal Protection

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Attn: JCP Compliance Officer
2600 Blair Stone Road, Mail Station 3566

Tallahassee, FL 32399-2400 2. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from

the Department. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings. Anchoring or spudding of vessels and barges within areas with benthic biological resources is also prohibited.

3. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.

4. No work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least 45 days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Unless otherwise notified by the Department within 15 days of receipt of all information

specified below, the Permittee shall assume the submittals are satisfactory:

a. An electronic copy of detailed final construction plans and specifications for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project. b. Turbidity Monitoring: In order to assure that turbidity levels do not exceed the

compliance standards established in this permit, construction at the project site shall be monitored closely by an independent third party with formal training in water quality monitoring and professional experience in turbidity monitoring for coastal construction projects. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when turbidity generating activities are occurring. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit.

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- i. **Qualifications.** The names, credentials (demonstrating experience and qualifications) and 24-hour contact information of those individuals performing these functions;
- ii. **A Scope of Work** for the turbidity monitoring to ensure that the right equipment is available to conduct the monitoring correctly at any location, and under any conditions;
- iii. **Draft turbidity sampling map.** An example of the geo-referenced map that will be provided with turbidity reports, including aerial photography and the boundaries of biological resources and/or OFW (pursuant to Specific Condition 25)
- c. **Documentation from the U.S. Fish and Wildlife Service (FWS)** that this work will be covered under a **Statewide Programmatic Biological Opinion** or a **Biological Opinions (BO)** issued for construction on this project site. If the BO contains conditions that are not already contained herein, a permit modification may be required prior to construction to include those additional conditions.
- d. **Fish & Wildlife Monitoring Qualifications:** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Permittee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements in Specific Conditions 8 through 22. This documentation shall include the following:
 - i. **Marine Turtle Protection:** A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.
 - ii. **Shorebird Protection:** A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.
- e. **Pre-Construction Conference.** After all items required by a through d above have been submitted to the Department, the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21)

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days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below: DEP, JCP Compliance Officer e-mail: JCPCompliance@dep.state.fl.us

FWC, Imperiled Species Management Section e-mail: marineturtle@myfwc.com

FWC Regional Biologist See Contact list for phone numbers

(<http://myfwc.com/conservation/you->

conserve/wildlife/shorebirds/contacts) The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants of the agreed-upon date, time and location of the meeting, and also provide a

meeting agenda and a teleconference number. If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging event, the Permittee shall ensure that notification is sent to the FWC, at

marineturtle@myfwc.com, indicating the actual start date and the expected completion date.

The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

5. When discharging slurried sand onto the beach from a pipeline, the Permittee shall employ best management practices (BMPs) to reduce turbidity. At a minimum, these BMPs shall include the following: a. Use of shore-parallel sand dike to promote settlement of suspended sediment on the

beach before return water from the dredged discharge reenters the Atlantic Ocean;

and b. A minimum set-back of 50 feet from open water, or at the landward end of the beach berm (without disturbing the dune), whichever is less, for the pipeline discharge location.

6. Borrow Area: The primary borrow area is the only borrow area authorized for the project.

Authorization of the secondary borrow area or subsequent use of the primary borrow area will be dependent on the effects of the excavation on the primary borrow

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area, as depicted/observed/demonstrated by physical monitoring and would require a modification to this permit. 7. Sediment quality shall be assessed as outlined in the offshore or upland Sediment QA/QC Plan (as appropriate for the source), dated August 14, 2019. Placement of material that is not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC Plan. The sediment testing result shall be submitted to The Department within 90 days following the completion of beach construction. The following requirements are included in the Sediment QA/QC Plan:

- a. If, during construction, the Permittee determines that the beach fill material does not comply with the sediment compliance specifications, the Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee shall submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.
 - c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced shall be submitted to the Department within 7 days following completion of remediation activities.
- FISH AND WILDLIFE CONDITIONS
8. In-water Activity. The Permittee shall adhere to the following requirements for all in- water activity:

- a. The Permittee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection Act and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate project area and while in water where

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the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.

c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.

d. The Permittee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatee(s). All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the animal(s) has not reappeared within 50 feet of the operation.

Animals shall not be herded away or harassed into leaving. e. Any collision with (or injury to) a marine turtle or manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922, and to FWC at ImperiledSpecies@myFWC.com. Any collision with (and/or injury to) a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@myfwc.com.

f. Temporary signs concerning manatees shall be prominently posted prior to and during all in-water project activities, at sufficient locations to be regularly and easily viewed by all personnel engaged in water-related activities. Two temporary signs, which have already been approved for this use by the FWC, shall be posted at each location. One sign shall read "Caution Boaters – Watch for Manatees". A second sign measuring at least 8 ½" by 11", shall explain the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations. All signs shall be removed by the Permittee upon completion of the project. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to ImperiledSpecies@myFWC.com.

9. Hopper Dredging. If a hopper dredge is used for this project, the following requirements shall be met:

a. Handling of captured marine turtles during hopper dredging activities shall be conducted only by persons with prior experience and training in these activities, and who are duly authorized to conduct such activities through a valid Marine Turtle Permit issued by the FWC, pursuant to Chapter 68E-1, F.A.C. The Permittee

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shall forward documentation of these qualifications to FWC for review, as required in Specific Condition 4.

b. In order to minimize impingement or entrainment of marine turtles within the water column, dredging pumps shall be disengaged by the operator, or the draghead bypass valve shall be open and in use when the dragheads are not firmly on the bottom. This precaution is especially important during the cleanup phase of dredging operations. c. A state-of-the-art rigid deflector draghead shall always be used on all hopper dredges.

d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator shall be notified of the start-up and completion of hopper dredging operations at 1-904-573- 3930 or via e-mail at Allen.Foley@myfwc.com. If a marine turtle is captured or marine turtle parts are recovered, the STSSN shall be contacted at seaturtlestranding@myfwc.com.

10. Trawling. If relocation trawling or non-capture trawling for marine turtles is required as per applicable NMFS Biological Opinions and Incidental Take authorizations, the following is required: a. Any activity involving the use of nets to harass and/or to capture and handle marine turtles in Florida waters requires a Marine Turtle Permit from FWC prior to trawling.

b. The Permittee or their contractor shall e-mail (MTP@MyFWC.com) reports to the FWC's Imperiled Species Management Section on Friday of each week that trawling is conducted in Florida waters. These weekly reports shall include the species and number of turtles captured, their general health, and release information. A summary of all trawling activity (including non-capture trawling) shall be submitted to MTP@myfwc.com by January 15 of the following year, or at the end of the project. The summary shall be recorded/documentated on the FWC-provided Excel spreadsheet (available at <http://myfwc.com/media/33168/Trawl-Report-Template.pdf>), and shall list all turtles captured in Florida waters, the measurements of all captured turtles, the location of captures (latitude and longitude in decimal degrees), the location of tow start-stop points (latitude and longitude in decimal degrees), and times for the start- stop points of the tows (including tows when no turtles are captured). 11. Construction Area Project Lighting. During the marine turtle nesting season (May 1 through October 31), direct lighting of the beach and nearshore waters shall be limited to the immediate area of active construction .

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Lighting on offshore and onshore equipment shall be minimized by reducing the number of fixtures, shielding, lowering the height and appropriately placing fixtures to avoid excessive illumination of the water's surface and nesting beach. The intensity of lighting shall be reduced to the minimum standard required for general construction area safety. Shields shall be affixed to the light housing on dredge and on land-based lights and shall be large enough to block lamp light from being transmitted outside the construction area or to the adjacent marine turtle nesting beach. (Figure 1 below).

Figure 1 12. Wildlife Conditions for All Beach Related Activities. The Permittee shall adhere to the following requirements for all beach-related activities during marine turtle and shorebird nesting/breeding seasons March 1 through October 31. a. Beach Maintenance: i. The Permittee shall require their contractor and protected species monitors to inspect all work areas that have excavations and temporary alterations of beach topography each day, to determine which areas have deviations (such as depressions, ruts, holes and vehicle tracks) capable of trapping flightless shorebird chicks or marine turtle hatchlings. If so, the deviations shall be filled or leveled from the natural beach profile prior to 9:00 p.m. each day. The beach surface shall also be inspected subsequent to completion of the project, and all tracks, mounds, ridges or impressions, etc. left by construction equipment on the beach shall be smoothed and leveled. ii. All debris, including derelict construction or coastal armoring material,

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concrete and metal, found on the beach placement site, shall be removed from the beach to the maximum extent practicable prior to any placement of fill material. If debris removal activities will take place during protected species nesting seasons, the work shall be conducted during daylight hours only, and shall not commence until completion of daily monitoring surveys.

b. Equipment Storage and Placement.

i. Staging areas and temporary storage for construction equipment and pipes shall be located off the beach to the maximum extent practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and FWC

prior to beginning of construction. All construction pipes that are in use on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune.

ii. If it is necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site

during the shorebird nesting season. If such placement is not feasible for the project, FWC's Regional Biologist shall be contacted for alternative measures. See contacts available at <http://myfwc.com/conservation/you-serve/wildlife/shorebirds/contacts>. c.

Beach Driving. All vehicles operated on the beach shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you-serve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at speeds less than 6 mph and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of protected species, and the need to avoid

injury and disturbance to these species. Note: when flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present pursuant to Specific Condition 22.

13. Marine Turtle Protection Conditions. Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

a. Daily early morning marine turtle nest surveys shall start two weeks prior to

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marine turtle nesting season (April 15) or 65 days prior to beach placement whichever is later. Daily nesting surveys shall continue through November 30, or until two weeks after the last crawl in the project area, whichever is earlier.

b. Daily nesting surveys shall be conducted beginning ½ hour prior to sunrise, and no construction activity may commence outside of the nightly restricted zone until completion of the marine turtle survey each day.

c. The Permittee shall ensure that marine turtle nesting surveys are conducted as required in this authorization, and only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. For information on the authorized Marine Turtle Permit Holders in the project area, contact FWC at MTP@myfwc.com.

d. Only those nests laid in the area where sand placement will occur shall be relocated, and nest relocation shall cease after the sand placement is completed. Nests requiring relocation shall be moved no later than 9 a.m., the morning following deposition (no longer than 12 hours from the time the eggs are laid), to a nearby self-release beach site in a secure setting, where artificial lighting will not interfere with hatchling orientation. The relocation site shall be determined in conjunction with and approved by FWC prior to nest relocations. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of beach settings that are not expected to experience any of the following: inundation by high tides; severe erosion; previous egg loss; or illumination by artificial lighting.

e. Nests deposited within areas where construction activities will not occur for 65 days, or nests laid in the nourished berm prior to tilling, shall be marked and left in place. The Marine Turtle Permit Holder shall install on-beach markers at the nest site to establish a minimum 5-foot radius around the approximate clutch location and shall also install a secondary marker at a point as far landward as possible to assure that the nest can be located should the on-beach marker be lost. No activity shall occur within the marked area, nor shall any activities occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activity.

14. Fill Restrictions. During the marine turtle nesting season, the contractor shall not advance the beach fill more than 500 feet along the shoreline between dusk and the following day, until the daily nesting survey is completed, and the beach has been cleared for fill advancement. If the 500-foot advancement limitation is not feasible for the project, an alternative distance shall be established during the preconstruction meeting, if a distance can be agreed upon in consultation with FWC. If the work area is extended, nighttime nesting surveys are required, and a Marine Turtle Permit Holder is required to be present on-site to ensure that no nesting and hatching marine turtles are

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present. If any nesting turtles are sighted on the beach within the immediate construction area, activities shall cease immediately until the turtle has returned to the water and the Marine Turtle Permit Holder responsible for nest monitoring has relocated the nest. 15. Marine Turtle or Nest Encounters. Upon locating a dead or injured marine turtle adult, hatchling, or egg that may have been harmed or destroyed as a result of the project, the Permittee shall be responsible for notifying FWC Wildlife Alert at 1-888-404-FWCC (3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.

16. Tilling, Compaction and Escarpment Remediation Requirements. For the years after the first-year sand placement (out-year), compaction monitoring, tilling and escarpment monitoring are not required if placed material no longer remains on the dry beach.

a. Compaction Sampling. Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event, and two weeks prior to the beginning of marine turtle nesting season, for three (3) subsequent years. The requirement for compaction monitoring may be eliminated if the placed sand is tilled, regardless of post-construction compaction levels. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled prior to the beginning of marine turtle nesting season. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required. Compaction monitoring shall be in accordance with the following protocol:

i. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high-water line (normal wrack line).

ii. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final

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values for each depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.

iii. If values exceeding 500 psi are distributed throughout the project area, but in no case do those values exist at two adjacent stations at the same depth, then the Permittee shall consult with the FWC to determine if tilling is required. A request for a tilling waiver based on these compaction values shall be submitted to the FWC at marineturtle@myfwc.com.

b. Tilling Requirements. If tilling is performed regardless of post-construction compaction levels or tilling is required based on compaction measurements, the area shall be tilled to a depth of 24 inches. Tilling shall be in accordance with the following protocol: i. All tilling activity shall be completed prior to the marine turtle nesting season. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been left in place or relocated.

ii. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling. iii. Tilling shall occur landward of the wrack line and shall avoid all naturally vegetated areas that are at least 3 square feet in size, as well as any planted areas

that have been authorized by the Department. A 3-foot-wide No-Tilling buffer shall be maintained around vegetated areas. The slope between the mean high-water line and the mean low water line shall be maintained to approximate natural slopes.

c. Escarpment Surveys. Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement, within 30 days prior to April 15 and weekly throughout the marine turtle season for three (3) subsequent years, each year placed sand remains on the dry beach. Escarpment remediation shall be as follows: i. Prior to marine turtle nesting season, escarpments that interfere with marine turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled to the natural beach contour or the beach profile shall be reconfigured to minimize scarp formation. Any escarpment removal shall be reported relative to R- monument location to FWC at marineturtle@myfwc.com, with a copy sent to the JCP Compliance Officer.

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ii. If weekly surveys during the marine turtle nesting season document escarpments that exceed 18 inches in height for a distance of at least 100 feet and have persisted for more than two weeks, the FWC shall be contacted immediately to determine the appropriate action to be taken. The Permittee shall provide locations and measurements of the escarpments to the closest R monument as well as the coordinates for the location of marine turtle nests located within 20 feet of the escarpments (latitude and longitude in decimal degrees), with photographs when possible. Upon written notification by FWC that the escarpment needs to be leveled, the Permittee shall level the escarpment. If nests are located nearby, to minimize impacts to any existing nest the Permittee shall also coordinate with the marine turtle permit holder prior to leveling the escarpments. An annual summary of escarpment surveys and actions taken shall be submitted electronically to FWC (marineturtle@myfwc.com) by December 31 of each year.

Note for Shorebird Protection: If compaction sampling, tilling or escarpment removal occurs during shorebird breeding season, the Shorebird Conditions (including surveys) included in this authorization shall be followed. No heavy equipment shall operate, and no compaction sampling or tilling shall occur within 300 feet of any shorebird nest. If flightless shorebird chicks are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that no heavy equipment operates within 300 feet of the flightless young or within a site-specific corridor established per Specific Condition 22. It is the responsibility of the Permittee to ensure that their contractors avoid tilling, scarp removal or dune vegetation planting in areas where nesting birds are present.

17. Post-Construction Lighting Surveys. The Permittee shall ensure that lighting surveys be conducted from the nourished berm and the following actions taken to address potential adverse impacts expected with artificial lights visible from any dry portion of the newly elevated beach. The surveys shall be conducted from the top of the foreshore slope (i.e., the seaward edge of the filled berm before it slopes into the water), facing landward. The survey shall follow standard techniques for such a survey, such as including the number and type of visible lights, location of lights, and photo documentation (see additional techniques as per the 2015 USFWS Statewide Programmatic Biological Opinion).

a. The first survey shall be conducted between May 1 and May 15 for the first nesting season following construction. For each visible light source, the Permittee shall document that the property owners have been notified and has been provided with recommendations for correcting the light as soon as possible. Recommendations shall be in accordance with local lighting ordinances. A report summarizing all visible lights and the recommendations for correcting the light shall be forwarded to local code enforcement. If no lighting ordinances exist, the recommendations to the property owners shall be consistent with FWC lighting guidelines, which

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include no lights or light sources shall be visible from the newly elevated beach. The second survey shall be conducted between July 15 and August 1 to assess any remaining visible lights requiring corrective action. b. A summary report of the surveys and what corrective actions or local enforcement actions have been taken shall be submitted to FWC at marineturtle@myfwc.com and copied to JCPCompliance@dep.state.fl.us by December 31 of the year in which surveys are conducted. Upon request by the FWC, the Permittee shall set up and hold a meeting with the those responsible for code enforcement (when applicable), FWC and the USFWS to discuss the report and potential additional corrective action needed, as well as any documented marine turtle disorientations in or adjacent to the project area.

18. Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions

a. For each sand placement event, reports for all required marine turtle nesting surveys shall be provided for the post construction (partial or remaining) nesting season and for two full nesting seasons post construction in accordance with the Table 1 (below). If nesting and reproductive success is less than the criteria in the table below, an additional year of monitoring and reporting may be required. If criteria is not met, additional conditions prior to the next sand placement on this beach may be required by the Department and FWC.

b. Data shall be reported and summarized for the nourished areas in accordance with Table 1 (below). Reports shall summarize all crawl activity, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction. Data shall be submitted in electronic format (Excel spreadsheets) which are available upon request from marineturtle@myfwc.com. Reports shall be sent to the FWC Imperiled Species Management section at marineturtle@myfwc.com and copied to JCPCompliance@dep.state.fl.us. All summaries should be submitted by January 15th of the following year.

Table 1. Marine Turtle Monitoring for Beach Placement of Material

Date Duration Variable Criterion

Nesting Success Year of in-season construction and two entire nesting seasons post construction, with

possible additional year1 & 2

Number of nests and non-nesting emergencies

by day by species

40 percent or greater

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Hatching success Year of in-season construction and one entire nesting season post construction, with possible additional year1 & 2
Number of hatchlings by species to hatch from egg
60 percent or greater (a statistically valid number of loggerhead and green nests, and all leatherback nests)
Emergence Success Year of in-season construction and one entire nesting season post construction, with possible additional year1 & 2
Number of hatchlings by species to emerge from nest onto beach
Average must not be significantly different than the average hatching success
Disorientations Year of in-season construction and two entire nesting seasons post construction1
Number of nests and/or individuals that misorient or disorient

Nests affected by erosion or inundation
Year of construction and two years post construction if placed sand remains on the beach
Number of nests lost and/or affected, by species

Lighting Surveys Two in-season surveys the year following construction; First survey between May 1 and May 15 and second survey between July 15 and August 11
Number, location and photographs of lights visible from nourished berm, corrective actions recommended, and notifications made
Lighting survey and possible meeting resulting with plan for reduction in lights visible from nourished berm
Compaction Three nesting seasons beginning with the year of construction. Not required if the beach is tilled prior to nesting season1
Shear resistance Less than 500 psi

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Escarpment Surveys Weekly during nesting season for three years beginning with year of construction

Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks

Successful remediation of all persistent scarps as needed

1 If placed sand remains on the beach 2 Additional years may be required if variable does not meet criterion based on previous year

19. Shorebird Protection. The term "shorebird" is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida's beaches. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. The Permittee shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes nesting.

a. Shorebird breeding season dates for this project area are March 1 through September 1 (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).

b. Any parts of the project where "project activities" on the beach take place entirely outside the breeding season, do not require shorebird surveys. The term "project activities" includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds. Bird survey routes must be established and monitored throughout the entire breeding season in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season. Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre-construction presence on the beach), whichever is later.

c. Bird surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey routes shall be established by the Permittee to cover project areas which require shorebird surveys. These routes shall be determined in coordination with the FWC Regional Biologist prior to the initiation of construction. Routes shall not be modified without prior notification to FWC.

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d. During the pre-construction and construction activities associated with the project, the Permittee shall ensure that surveys for detecting breeding activity and the presence of flightless chicks shall be completed on a daily basis by a qualified bird monitor. This shall be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, route surveys shall continue to be conducted at least weekly through the end of the breeding season. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall establish a 300-foot buffer around the site and shall notify the FWC Regional Biologist within 24 hours. Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Biologist. The posts and materials for the shorebird buffer zones shall be removed once all breeding or nesting behavior has ceased.

e. The Permittee shall require the Bird Monitor to conduct a shorebird education and identification program (and/or provide educational materials) with the on-site staff to ensure protection of precocial (mobile) chicks. All personnel are responsible for watching for shorebirds, nests, eggs and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, the Permittee shall place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that "NESTING BIRDS ARE PROTECTED BY LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS".

20. Shorebird Monitor Requirements. a. The Permittee shall ensure that nesting and breeding shorebird surveys are conducted by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience. b. Bird Monitor(s) shall be required to review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (<http://www.flshorebirddatabase.org> or Florida Shorebird Database). They shall use the data-collection protocol and implement data entry procedures as outlined in that website. c. The Permittee shall submit a list of Bird Monitors, with their contact information and a summary of qualifications, including bird identification skills and avian survey experience to the FWC Regional Biologist and JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The determination that the selected

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Bird Monitor(s) meet the required qualifications shall be coordinated between the Permittee and the FWC Regional Biologist. Once approved, the Permittee shall submit the names and contact information of the Bird Monitor(s) who have been approved by FWC to JCPCCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The Bird Monitor(s) shall meet the following minimum qualifications:

i. Has previously participated in beach-nesting shorebird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area. ii. Have a clear working knowledge of, and adhere to, the Breeding Bird Protocol for Florida's Seabirds and Shorebirds. <https://publictemp.myfwc.com/crossdoi/shorebirds/resources.aspx> iii. Have completed full-length webinars: Route-Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the Florida Shorebird Database (FSD) website.

<https://publictemp.myfwc.com/crossdoi/shorebirds/index.aspx>

iv. Familiar with FWC beach driving guidelines. (<https://myfwc.com/conservation/you-conserve/wildlife/beach-driving/>). v. Experience posting beach-nesting bird sites, consistent with Florida Shorebird

Alliance (FSA) Guidelines. <http://flshorebirdalliance.org/resources/instructions-manuals.aspx>

vi. Has registered as a contributor to the FSD. 21. Shorebird Survey Protocols. Bird survey protocols, including downloadable field data sheets, are available on the FSD website. All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible

for data collection, the FWC Regional Biologist shall be contacted for alternative methods of reporting. The Permittee shall ensure that the Bird Monitors use the following survey protocols:

a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of binoculars (minimum 8x40) is required and use of a spotting scope may be necessary to accurately survey the area. If an ATV or other

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vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.

b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Biologist within 24 hours.

22. Shorebird Buffer Zones and Travel Corridors. The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:

a. The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. A 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen digging nest scrapes or defending nest territories. All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Biologist. Travel corridors shall be designated and marked outside the buffer areas for

pedestrian, equipment or vehicular traffic.

b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect breeding birds.

c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist

to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be determined in coordination with the FWC Regional Biologist. d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones shall

be marked according to FSA Posting Guidelines available at:

<http://flshorebirdalliance.org/resources/instructions-manuals.aspx>) with posts, twine and FWC-approved signs stating "Do Not Enter, Important Nesting Area" or similar language around the perimeter (see example of signage for marking designated

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buffer zones at <http://myfwc.com/conservation/you- conserve/wildlife/shorebirds/>).

Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Biologist, these shall be clearly marked.

Posting shall be maintained in good repair until no

active nests, eggs, or flightless young are present. Although solitary nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged. e. The Permittee shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.

f. The Permittee shall ensure that the Bird Monitor(s) designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy equipment and vehicles shall be prohibited within the designated travel corridors

adjacent to the breeding site. g. When flightless chicks are present within or adjacent to travel corridors, construction related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor.. The Permittee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Permittee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be capable of trapping flightless chicks, while avoiding any impacts to the chicks.

h. Notification. Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported immediately to the FWC Regional Biologist.

MONITORING REQUIRED: 23. Water Quality - Turbidity shall be monitored as follows: Units: Nephelometric Turbidity Units (NTUs).

Frequency: Monitoring for dredging and sand placement activities shall be conducted 3 times daily, approximately 4 hours apart during daylight hours, and at any other time that there is a likelihood of an exceedance of the turbidity standard. Sampling shall be conducted while the highest project-related turbidity levels are crossing the edge of the mixing zone. Since

Joint Coastal Permit South Amelia Island Beach Nourishment Permit No. 0187721-013-JC
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turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., background sample shall immediately follow the compliance sample.

Location: Background: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet). All background sampling shall occur clearly outside the influence of any artificially generated turbidity plume or

the influence of an outgoing inlet plume. **Dredge Site:** Samples shall be collected at least 300 meters up-current from the source of turbidity at the dredge site.

Beach Site: Samples shall be collected at least 300 meters up-current from any portion of the beach that has been, or is being, filled during the current construction event, at the same distances offshore as the associated compliance samples.

Compliance: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet). **Dredge Sites** more than 1,000 meters from the Nassau River-St.

Johns River Aquatic Preserve boundary: 150 meters downcurrent from the cutterhead or the hopper dredge overflow point, and from any other source of turbidity generated by the dredge, in the densest portion of any visible turbidity plume. If no plume is visible, follow the likely direction of flow.

Dredge Sites within 1,000 meters of the Nassau River-St. Johns River Aquatic Preserve boundary: 1,000 meters downcurrent from the cutterhead or the hopper dredge overflow point, and from any other source of turbidity generated by the dredge, in the densest portion of any visible turbidity plume. If no plume is visible, follow the likely direction of flow. **Beach Site:** Samples shall be collected 150 meters down-current from the point where the return water from the dredged discharge reenters the Atlantic Ocean. **Note:** If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In

Joint Coastal Permit South Amelia Island Beach Nourishment Permit No. 0187721-013-JC
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that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat. See Diagram 1.

Intermediate Monitoring (required when using a mixing zone that exceeds 150 meters in size): Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet). At points approximately 150, 500, and 750 meters downcurrent from the point where the return water from the dredged discharge reenters the Atlantic Ocean (if those points are located inside the mixing zone), within the densest portion of any visible turbidity plume generated by this project. These measurements will be used to calibrate the size of the mixing zone for future events. Calibration: The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration with secondary standards shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity "standards" that bracket the anticipated turbidity samples. If the post-sampling calibration value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Joint Coastal Permit South Amelia Island Beach Nourishment Permit No. 0187721-013-JC
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Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:

<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf> If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

24. The compliance locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the compliance sites that are greater than 29 NTUs above the corresponding background turbidity levels outside of the Nassau River-St. Johns River Aquatic Preserve, or 17 NTUs above the corresponding background turbidity levels when the plume extends into the Nassau River-St. Johns River Aquatic Preserve, construction activities shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the JCP Compliance Officer via email at JCPCompliance@dep.state.fl.us and include in the subject line, "TURBIDITY EXCEEDANCE", and the Project Name and Permit Number. Also notify the Department's Northeast District office. Any project-associated turbidity source other than dredging or fill placement for beach nourishment (e.g., scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level exceeds 29 NTUs above background, or 17 NTUs within the Aquatic Preserve, the construction activities related to the exceedance shall cease immediately and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state "OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE".

a. When reporting a turbidity exceedance, the following information shall also be included:

- i. the Project Name;
- ii. the Permit Number;
- iii. location and level (NTUs above background) of the turbidity exceedance;

Joint Coastal Permit South Amelia Island Beach Nourishment Permit No. 0187721-013-JC
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iv. the time and date that the exceedance occurred; and
v. the time and date that construction ceased. b. Prior to re-commencing the construction, a report shall be emailed to the Department with the same information that was included in the "Exceedance Report", plus the following information: i. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;

ii. corrective measures that were taken; and iii. cause of the exceedance.

25. Turbidity Reports: All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standard (29 NTUs above background or 17 NTUs within the Aquatic Preserve) shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information: a. time of day samples were taken;
b. dates of sampling and analysis;
c. coordinates of sample and source. When possible, coordinates should be provided in decimal degrees with a 5 decimal level of precision (i.e., 0.00001). Please also indicate the datum;

d. depth of water body; e. depth of each sample;
f. antecedent weather conditions, including wind direction and velocity;
g. tidal stage and direction of flow; h. water temperature;

i. a geo-referenced map, overlaid on an aerial photograph, indicating the sampling locations (background and compliance), location of active construction, the visible

Joint Coastal Permit South Amelia Island Beach Nourishment Permit No. 0187721-013-JC
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plume pattern and direction of flow. The map shall also include the boundaries of any benthic resources and the Aquatic Preserve, where applicable. A sample map shall be submitted to and reviewed by the Department prior to construction; j. a statement describing the methods used in collection, handling, storage and analysis of the samples;

k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements; and

l. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service. Monitoring reports shall be submitted by email to the Department's JCP Compliance Officer. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the Department's JCP Compliance Officer, on the cover page to the submittal and at the top of each page, please state: "This information is provided in partial fulfillment of the monitoring requirements in Permit No. 0187721-013-JC, for the South Amelia Island Beach Nourishment"

26. Monitoring and reporting of the permitted project shall be conducted in accordance with the Physical Monitoring Plan dated October 26, 2020. The approved Physical Monitoring Plan can be revised at any later time by written request of the Permittee and with the written approval of the department. If subsequent to approval of the plan there is a request for modification of the permit, the department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

27. Post-Construction Meeting. Within 60 days following each construction activity authorized by this permit, the Permittee shall hold a post-construction conference. Attendees shall include at minimum, the Permittee, Agent, Department representative, and FWC representative.

Exhibit B

NASSAU COUNTY, FLORIDA
VENDOR/CONTRACTOR RELEASE AND WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT

I, Ronda L. Bokram, on behalf of the Amelia Island Sea Turtle Watch, Inc., ("Vendor/Contractor") hereby execute this Release and Waiver of Liability Agreement in favor of the Nassau County Board of County Commissioners, ("County"), a political subdivision of the laws of the State of Florida and I hereby agree as follows:

I certify that I am 18 years of age or older and that I intend to perform 2024 Sea Turtle Monitoring and Annual Report services for the County.

I acknowledge that this Release and Waiver of Liability Agreement affects my legal rights and that I have had the ability to obtain my own legal counsel for advice as to those legal rights and that I now freely, voluntarily, and knowingly agree to and execute this Release and Waiver of Liability Agreement.

I understand that the scope of my relationship with the County is limited to that of a Vendor/Contractor position and that nothing herein shall be construed to constitute that myself or any of my agents or employees are agents, employees or representatives of the County.

I understand that the County does not assume any responsibility for and/or obligation to provide me with financial or other assistance, including but not limited to, medical, health, or disability benefits or insurance and I expressly waive any such claim for financial or other assistance or compensation on the part of the County.

I understand that since the County will not provide any benefits to myself and that I am responsible for my own insurance coverage in the event of personal injury or illness because of my provision of Vendor/Contractor services to the County.

I further understand that the Vendor/Contractor services I intend to provide to the County may include activities that may be hazardous to me. I hereby expressly assume the risk of injury or harm from these activities and I release and forever discharge and hold harmless the County, its officers, officials, directors, agents and employees from any and all liability, claims, and demands of whatsoever kind of nature, either in law or in equity, which arise or may hereafter arise including bodily injury, personal injury, illness, death, or property damage, including any first aid treatment of medical services rendered in connection with an emergency due to or as a result of my provision of Vendor/Contractor services to the County.

I understand that the terms of this Release and Waiver of Liability Agreement shall serve as a release for my personal representative, heirs, executors, administrators, assigns, and for all members of my family.

I hereby authorize the County to use any photographs or video or audio footage taken of me during

the course of my provision of Vendor/Contractor services for public relations purposes or for any other purpose deemed necessary by the County.

I further agree that this Release and Waiver of Liability Agreement is intended to be as broad and inclusive as permitted under the laws of the State of Florida and that this Release and Waiver of Liability Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force in effect.

Re J Bk Date: 3/27/2024
Signature

Ronda L. Bokram
Printed Name of Signature

STATE OF Florida
COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization, Ronda L. Bokram, who is personally known to me or who has produced FL DRIVERS LIC as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27 day of MARCH 2024.

McAllister
Notary Public

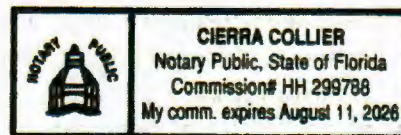


Exhibit B

NASSAU COUNTY, FLORIDA
2024 SEA TURTLE MONITORING AND REPORTING
VOLUNTEER PARTICIPANT RELEASE AND WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT

EVENT: 2024 NASSAU COUNTY SEA TURTLE MONITORING AND ANNUAL REPORTING

EVENT LOCATION: NASSAU COUNTY BEACHES- MAY 1, 2024 THROUGH NOVEMBER 15, 2024

VOLUNTEER PARTICIPANT NAME AND ADDRESS:
WILLIAM BOKRAM 9506B SUMMERCROOKS CIRCLE, #203 FERNANDINA BEACH, FL 32034

The Volunteer Participant desires to participate in sea turtle monitoring activities and hereby agrees as follows:

1. Waiver, Hold Harmless and Covenant Not to Sue. I release and forever discharge and hold harmless the County its directors, officers, employees, and agents from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my attendance and participation at the Event. I assume all risk of injury or harm from these activities and release the County, its directors, officers, employees, and agents from all liability including any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from my attendance and participation at the Event.

2. Personal Property. I agree to obtain approval from the County prior to placing any personal property or equipment at the Event Location. I further agree that the County shall have no liability for any damage or loss to any personal property or equipment placed at the Event Location. I understand and agree that the County does not and shall not carry liability, fire or theft insurance to cover my personal property or equipment at the Event Location. I agree to indemnify and hold the County harmless from any and all liability, claims, damages, expenses (including attorney's fees and costs) proceedings and causes of action of every kind and nature arising out of or connected with my placement of my personal property or equipment at the Event Location.

3. Venue, Governing Law, Attorney's Fees and Costs. I understand and agree that venue for any legal action brought by any party to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Nassau County, Florida and any trial shall be non-jury. I further understand and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising out of or with respect to this Agreement, each party shall be responsible for their own attorney's fees and expenses. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. In the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. I further understand and agree that in order to participate in the Event I will maintain all required Florida State certifications and will cease all activities in the event my Florida State certification is revoked or suspended in any way.

I hereby sign this Agreement freely and voluntarily, and the terms of this Agreement shall serve as a release for my personal presentative, heirs, executors, administrators, assigns and for all members of my family.

William Bokram
Signature of Volunteer Participant

3/27/2024
Date

STATE OF Florida COUNTY OF NASSAU

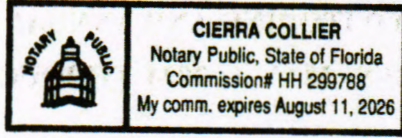
I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization, William Bokram, who is personally known to me or who has produced FL Drivers License as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27 day of MARCH, 2024.

McAllister

Notary Public

(Seal):



FLORIDA

Exhibit B Contract No. CM3665

**2024 SEA TURTLE MONITORING AND REPORTING
VOLUNTEER PARTICIPANT RELEASE AND WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT**

**EVENT: 2024 NASSAU COUNTY SEA TURTLE MONITORING AND ANNUAL REPORTING
EVENT LOCATION: NASSAU COUNTY BEACHES- MAY 1, 2024 THROUGH NOVEMBER 15, 2024**

VOLUNTEER PARTICIPANT NAME AND ADDRESS:
Dorothy B Heritage 2143 Canterbury Ln Fernandina Beach FL

The Volunteer Participant desires to participate in sea turtle monitoring activities and hereby agrees as follows:

1. **Waiver, Hold Harmless and Covenant Not to Sue.** I release and forever discharge and hold harmless the County its directors, officers, employees, and agents from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my attendance and participation at the Event. I assume all risk of injury or harm from these activities and release the County, its directors, officers, employees, and agents from all liability including any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from my attendance and participation at the Event.

2. **Personal Property.** I agree to obtain approval from the County prior to placing any personal property or equipment at the Event Location. I further agree that the County shall have no liability for any damage or loss to any personal property or equipment placed at the Event Location. I understand and agree that the County does not and shall not carry liability, fire or theft insurance to cover my personal property or equipment at the Event Location. I agree to indemnify and hold the County harmless from any and all liability, claims, damages, expenses (including attorney's fees and costs) proceedings and causes of action of every kind and nature arising out of or connected with my placement of my personal property or equipment at the Event Location.

3. **Venue, Governing Law, Attorney's Fees and Costs.** I understand and agree that venue for any legal action brought by any party to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Nassau County, Florida and any trial shall be non-jury. I further understand and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising out of or with respect to this Agreement, each party shall be responsible for their own attorney's fees and expenses. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. In the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. I further understand and agree that in order to participate in the Event I will maintain all required Florida State certifications and will cease all activities in the event my Florida State certification is revoked or suspended in any way.

I hereby sign this Agreement freely and voluntarily, and the terms of this Agreement shall serve as a release for my personal presentative, heirs, executors, administrators, assigns and for all members of my family.

Dorothy B Heritage

3/27/24

Signature of Volunteer Participant

Date

STATE OF _____ COUNTY OF _____

I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization,

_____, who is personally known to me or who has produced FLDL as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27 day of March, 2027

Melissa Italia Caserta

Notary Public (Seal):





NASSAU COUNTY, FLORIDA
2024 SEA TURTLE MONITORING AND REPORTING
VOLUNTEER PARTICIPANT RELEASE AND WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT

EVENT: 2024 NASSAU COUNTY SEA TURTLE MONITORING AND ANNUAL REPORTING

EVENT LOCATION: NASSAU COUNTY BEACHES- MAY 1, 2024 THROUGH NOVEMBER 15, 2024

VOLUNTEER PARTICIPANT NAME AND ADDRESS:

Mary Duffy 2028 Alachua Street, Fernandina Beach, Florida 32034

The Volunteer Participant desires to participate in sea turtle monitoring activities and hereby agrees as follows:

1. Waiver, Hold Harmless and Covenant Not to Sue. I release and forever discharge and hold harmless the County its directors, officers, employees, and agents from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my attendance and participation at the Event. I assume all risk of injury or harm from these activities and release the County, its directors, officers, employees, and agents from all liability including any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from my attendance and participation at the Event.

2. Personal Property. I agree to obtain approval from the County prior to placing any personal property or equipment at the Event Location. I further agree that the County shall have no liability for any damage or loss to any personal property or equipment placed at the Event Location. I understand and agree that the County does not and shall not carry liability, fire or theft insurance to cover my personal property or equipment at the Event Location. I agree to indemnify and hold the County harmless from any and all liability, claims, damages, expenses (including attorney's fees and costs) proceedings and causes of action of every kind and nature arising out of or connected with my placement of my personal property or equipment at the Event Location.

3. Venue, Governing Law, Attorney's Fees and Costs. I understand and agree that venue for any legal action brought by any party to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Nassau County, Florida and any trial shall be non-jury. I further understand and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising out of or with respect to this Agreement, each party shall be responsible for their own attorney's fees and expenses. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. In the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. I further understand and agree that in order to participate in the Event I will maintain all required Florida State certifications and will cease all activities in the event my Florida State certification is revoked or suspended in any way.

I hereby sign this Agreement freely and voluntarily, and the terms of this Agreement shall serve as a release for my personal presentative, heirs, executors, administrators, assigns and for all members of my family.

Mary Duffy
Signature of Volunteer Participant

3/27/24
Date

STATE OF Florida COUNTY OF Nassau
I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization, Mary Duffy, who is personally known to me or who has produced FL Drivers as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27 day of March, 2024.

Mallory Wade
Notary Public

(Seal):





Exhibit B
NASSAU COUNTY, FLORIDA
2024 SEA TURTLE MONITORING AND REPORTING
VOLUNTEER PARTICIPANT RELEASE AND WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT

EVENT: 2024 NASSAU COUNTY SEA TURTLE MONITORING AND ANNUAL REPORTING
EVENT LOCATION: NASSAU COUNTY BEACHES- MAY 1, 2024 THROUGH NOVEMBER 15, 2024

VOLUNTEER PARTICIPANT NAME AND ADDRESS:
ROBERT LANIC HAIR 2200 ATLANTIC AVE FTB FL 32034

The Volunteer Participant desires to participate in sea turtle monitoring activities and hereby agrees as follows:

1. Waiver, Hold Harmless and Covenant Not to Sue. I release and forever discharge and hold harmless the County its directors, officers, employees, and agents from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my attendance and participation at the Event. I assume all risk of injury or harm from these activities and release the County, its directors, officers, employees, and agents from all liability including any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from my attendance and participation at the Event.


2. Personal Property. I agree to obtain approval from the County prior to placing any personal property or equipment at the Event Location. I further agree that the County shall have no liability for any damage or loss to any personal property or equipment placed at the Event Location. I understand and agree that the County does not and shall not carry liability, fire or theft insurance to cover my personal property or equipment at the Event Location. I agree to indemnify and hold the County harmless from any and all liability, claims, damages, expenses (including attorney's fees and costs) proceedings and causes of action of every kind and nature arising out of or connected with my placement of my personal property or equipment at the Event Location.

3. Venue, Governing Law, Attorney's Fees and Costs. I understand and agree that venue for any legal action brought by any party to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Nassau County, Florida and any trial shall be non-jury. I further understand and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising out of or with respect to this Agreement, each party shall be responsible for their own attorney's fees and expenses. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. In the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. I further understand and agree that in order to participate in the Event I will maintain all required Florida State certifications and will cease all activities in the event my Florida State certification is revoked or suspended in any way.

I hereby sign this Agreement freely and voluntarily, and the terms of this Agreement shall serve as a release for my personal presentative, heirs, executors, administrators, assigns and for all members of my family.


Signature of Volunteer Participant Date 3-28-2024

STATE OF FL COUNTY OF Nassau
I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization, Robert Hair, who is personally known to me or who has produced Drivers License identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 28 day of March, 2024

Notary Public (Seal):

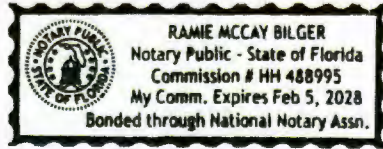


Exhibit B
NASSAU COUNTY, FLORIDA
2024 SEA TURTLE MONITORING AND REPORTING
VOLUNTEER PARTICIPANT RELEASE AND WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT

EVENT: 2024 NASSAU COUNTY SEA TURTLE MONITORING AND ANNUAL REPORTING
EVENT LOCATION: NASSAU COUNTY BEACHES- MAY 1, 2024 THROUGH NOVEMBER 15, 2024

VOLUNTEER PARTICIPANT NAME AND ADDRESS:
SHERRI HAIR 2200 ATLANTIC AVE FB FL 32034

The Volunteer Participant desires to participate in sea turtle monitoring activities and hereby agrees as follows:

1. Waiver, Hold Harmless and Covenant Not to Sue. I release and forever discharge and hold harmless the County its directors, officers, employees, and agents from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my attendance and participation at the Event. I assume all risk of injury or harm from these activities and release the County, its directors, officers, employees, and agents from all liability including any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from my attendance and participation at the Event.

2. Personal Property. I agree to obtain approval from the County prior to placing any personal property or equipment at the Event Location. I further agree that the County shall have no liability for any damage or loss to any personal property or equipment placed at the Event Location. I understand and agree that the County does not and shall not carry liability, fire or theft insurance to cover my personal property or equipment at the Event Location. I agree to indemnify and hold the County harmless from any and all liability, claims, damages, expenses (including attorney's fees and costs) proceedings and causes of action of every kind and nature arising out of or connected with my placement of my personal property or equipment at the Event Location.

3. Venue, Governing Law, Attorney's Fees and Costs. I understand and agree that venue for any legal action brought by any party to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Nassau County, Florida and any trial shall be non-jury. I further understand and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising out of or with respect to this Agreement, each party shall be responsible for their own attorney's fees and expenses. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. In the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. I further understand and agree that in order to participate in the Event I will maintain all required Florida State certifications and will cease all activities in the event my Florida State certification is revoked or suspended in any way.

I hereby sign this Agreement freely and voluntarily, and the terms of this Agreement shall serve as a release for my personal presentative, heirs, executors, administrators, assigns and for all members of my family.

Sherri Hair

Signature of Volunteer Participant

Date 3-28-24

STATE OF FL COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization,

Sherri Hair who is personally known to me or who has produced driver license as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 28 day of March, 2024

Ramie Bilger

Notary Public (Seal):

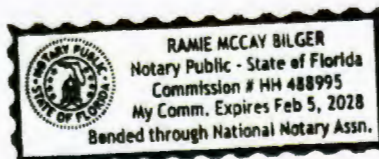


Exhibit B

NASSAU COUNTY, FLORIDA
2024 SEA TURTLE MONITORING AND REPORTING
VOLUNTEER PARTICIPANT RELEASE AND WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT

EVENT: 2024 NASSAU COUNTY SEA TURTLE MONITORING AND ANNUAL REPORTING

EVENT LOCATION: NASSAU COUNTY BEACHES- MAY 1, 2024 THROUGH NOVEMBER 15, 2024

VOLUNTEER PARTICIPANT NAME AND ADDRESS:
Ronda L. Bokram 95068 Summerwoods Circle, Unit 2203, Fernand Beach, FL 32034

The Volunteer Participant desires to participate in sea turtle monitoring activities and hereby agrees as follows:

1. Waiver, Hold Harmless and Covenant Not to Sue. I release and forever discharge and hold harmless the County its directors, officers, employees, and agents from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my attendance and participation at the Event. I assume all risk of injury or harm from these activities and release the County, its directors, officers, employees, and agents from all liability including any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from my attendance and participation at the Event.

2. Personal Property. I agree to obtain approval from the County prior to placing any personal property or equipment at the Event Location. I further agree that the County shall have no liability for any damage or loss to any personal property or equipment placed at the Event Location. I understand and agree that the County does not and shall not carry liability, fire or theft insurance to cover my personal property or equipment at the Event Location. I agree to indemnify and hold the County harmless from any and all liability, claims, damages, expenses (including attorney's fees and costs) proceedings and causes of action of every kind and nature arising out of or connected with my placement of my personal property or equipment at the Event Location.

3. Venue, Governing Law, Attorney's Fees and Costs. I understand and agree that venue for any legal action brought by any party to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Nassau County, Florida and any trial shall be non-jury. I further understand and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising out of or with respect to this Agreement, each party shall be responsible for their own attorney's fees and expenses. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. In the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. I further understand and agree that in order to participate in the Event I will maintain all required Florida State certifications and will cease all activities in the event my Florida State certification is revoked or suspended in any way.

I hereby sign this Agreement freely and voluntarily, and the terms of this Agreement shall serve as a release for my personal presentative, heirs, executors, administrators, assigns and for all members of my family.

Ronda L. Bokram 3/27/24
Signature of Volunteer Participant **Date**

STATE OF Florida COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization, Ronda Bokram, who is personally known to me or who has produced FL Drivers License as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27 day of MARCH, 2024.

McAllister
Notary Public

(Seal):



**2024 SEA TURTLE MONITORING AND REPORTING
VOLUNTEER PARTICIPANT RELEASE AND WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT**

**EVENT: 2024 NASSAU COUNTY SEA TURTLE MONITORING AND ANNUAL REPORTING
EVENT LOCATION: NASSAU COUNTY BEACHES- MAY 1, 2024 THROUGH NOVEMBER 15, 2024**

VOLUNTEER PARTICIPANT NAME AND ADDRESS:
Charles Heritage 2143 Canterbury Ln Fernandina Beach FL

The Volunteer Participant desires to participate in sea turtle monitoring activities and hereby agrees as follows:

1. Waiver, Hold Harmless and Covenant Not to Sue. I release and forever discharge and hold harmless the County its directors, officers, employees, and agents from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my attendance and participation at the Event. I assume all risk of injury or harm from these activities and release the County, its directors, officers, employees, and agents from all liability including any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from my attendance and participation at the Event.

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3. Venue, Governing Law, Attorney's Fees and Costs. I understand and agree that venue for any legal action brought by any party to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Nassau County, Florida and any trial shall be non-jury. I further understand and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising out of or with respect to this Agreement, each party shall be responsible for their own attorney's fees and expenses. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. In the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. I further understand and agree that in order to participate in the Event I will maintain all required Florida State certifications and will cease all activities in the event my Florida State certification is revoked or suspended in any way.

I hereby sign this Agreement freely and voluntarily, and the terms of this Agreement shall serve as a release for my personal presentative, heirs, executors, administrators, assigns and for all members of my family.

Charles Heritage

Signature of Volunteer Participant

Date

3/27/24

STATE OF _____ COUNTY OF _____

I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization,

, who is personally known to me or who has produced FLDC as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27 day of March, 2024

Melissa Italia Caserta

Notary Public (Seal):



STATE OF CALIFORNIA
DEPARTMENT OF REVENUE
OFFICE OF THE ASSISTANT ATTORNEY GENERAL
REVENUE DIVISION

THE ASSISTANT ATTORNEY GENERAL HAS REVIEWED THE ABOVE-ENTITLED CONTRACT AND HAS DETERMINED THAT IT IS IN THE BEST INTERESTS OF THE STATE OF CALIFORNIA TO EXECUTE SAID CONTRACT.

The Assistant Attorney General has reviewed the contract and hereby certifies that the contract is in the best interests of the State of California.

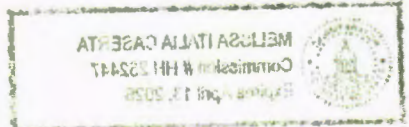
A. Where the contract is for the purchase of goods or services, the contract shall be subject to the terms and conditions set forth in the contract and the contract shall be subject to the terms and conditions set forth in the contract and the contract shall be subject to the terms and conditions set forth in the contract.

B. The contract shall be subject to the terms and conditions set forth in the contract and the contract shall be subject to the terms and conditions set forth in the contract and the contract shall be subject to the terms and conditions set forth in the contract.

C. The contract shall be subject to the terms and conditions set forth in the contract and the contract shall be subject to the terms and conditions set forth in the contract and the contract shall be subject to the terms and conditions set forth in the contract.

D. The contract shall be subject to the terms and conditions set forth in the contract and the contract shall be subject to the terms and conditions set forth in the contract and the contract shall be subject to the terms and conditions set forth in the contract.

Signature of Assistant Attorney General



NASSAU COUNTY, FLORIDA
2024 SEA TURTLE MONITORING AND REPORTING
VOLUNTEER PARTICIPANT RELEASE AND WAIVER OF LIABILITY
AND HOLD HARMLESS AGREEMENT

EVENT: 2024 NASSAU COUNTY SEA TURTLE MONITORING AND ANNUAL REPORTING

EVENT LOCATION: NASSAU COUNTY BEACHES- MAY 1, 2024 THROUGH NOVEMBER 15, 2024

VOLUNTEER PARTICIPANT NAME AND ADDRESS:



The Volunteer Participant desires to participate in sea turtle monitoring activities and hereby agrees as follows:

1. Waiver, Hold Harmless and Covenant Not to Sue. I release and forever discharge and hold harmless the County its directors, officers, employees, and agents from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my attendance and participation at the Event. I assume all risk of injury or harm from these activities and release the County, its directors, officers, employees, and agents from all liability including any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from my attendance and participation at the Event.

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3. Venue, Governing Law, Attorney's Fees and Costs. I understand and agree that venue for any legal action brought by any party to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Nassau County, Florida and any trial shall be non-jury. I further understand and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising out of or with respect to this Agreement, each party shall be responsible for their own attorney's fees and expenses. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida. In the event any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected. I further understand and agree that in order to participate in the Event I will maintain all required Florida State certifications and will cease all activities in the event my Florida State certification is revoked or suspended in any way.

I hereby sign this Agreement freely and voluntarily, and the terms of this Agreement shall serve as a release for my personal presentative, heirs, executors, administrators, assigns and for all members of my family.

Signature of Volunteer Participant

Date

3/29/2024

STATE OF

Florida

COUNTY OF

Nassau

I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization,

me or who has produced Florida ID as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 29 day of march, 2024.

Brittney Anderson
Notary Public

(Seal):



Janet L. Tharin
4814 Westwind Court
Fernandina Beach, FL 32034
janettharin@gmail.com
904 321 6521

permitted member Americ, Island Sea Turtle Watch
Inc.

Non-Competitive Justification Form (Exempt/Sole Source/Single Source)
Required for Purchases Greater than \$10,000

Date:	30 Jan 2024	Project:	Professional
Vendor Name:	Amelia Is Sea Turtle Watch, Inc	Services-Turtles	
Address:	P.O. Box 566, FB, FL 32305	FY Cost:	\$8,000
Phone:	904.583-1913	Total Cost:	\$8,000
Contact Name:	Mary Duffy President	Account:	43600539-531308
Description of Goods and or Services:			

Turtle Monitoring on Amelia Island

Source of Funds: County State Federal Other SAISS MSBU _____

Check one (1) of the following choices:

- Exempt purchase:
 - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
 - Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
 - Publications (5.3 – Nassau County Purchasing Policy Exemption)
 - Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
 - Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
 - Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.
- Sole Source: The goods or services can be legally purchased from only one source. Were alternatives evaluated?

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

AISTW is the only entity holding permits from Florida Fish and Wildlife Conservation Commission and the US Fish and Wildlife Service to collect nesting and hatching data through daily Monitoring.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.
William R. Moore, SAISSA Project Manager *William R Moore* Chris Lacambra 4/26/2024

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.
Chris Lacambra 4/26/2024

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.
Janice Belmonte 4/29/2024

County Manager -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.
[Signature] 4/30/2024



November 13, 2023

Re: 43600539-531308 Prof Sea-Turtle Monitoring

To Whom It May Concern:

Please be advised that Amelia Island Sea Turtle Watch, Inc is the sole source for sea turtle monitoring on Amelia Island. We currently are the only entity holding a permit from the Florida Fish and Wildlife Conservation Commission and The US Fish and Wildlife Service to collect nesting and hatching data through daily monitoring activities. If you have any questions, please feel free to contact me.

Thank you.

A handwritten signature in black ink that reads 'Mary Duffy'. The signature is written in a cursive, flowing style.

Mary Duffy, President
904-583-1913
Amelia Island Sea Turtle Watch, Inc.

P.O. Box 566 • Fernandina Beach, Florida 32035

Certificate Of Completion

Envelope Id: DD2271382D9E48E782F16B6092E601C3 Status: Completed
Subject: Complete with DocuSign: CM3665 Amelia Island Sea Turtle Watch
Source Envelope:
Document Pages: 79 Signatures: 15 Envelope Originator:
Certificate Pages: 6 Initials: 5 Tracy Poore
AutoNav: Enabled tpoores@nassaucountyfl.com
Envelope Stamping: Enabled IP Address: 50.238.237.26
Time Zone: (UTC-05:00) Eastern Time (US & Canada)


Record Tracking

Status: Original Holder: Tracy Poore Location: DocuSign
4/26/2024 3:04:53 PM tpoores@nassaucountyfl.com

Signer Events

Signature	Timestamp
Tracy Poore tpoores@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 4/26/2024 3:16:36 PM Viewed: 4/26/2024 3:16:55 PM Signed: 4/26/2024 3:17:06 PM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 4/26/2024 3:17:11 PM Viewed: 4/26/2024 4:33:34 PM Signed: 4/26/2024 4:34:13 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)		Sent: 4/26/2024 4:34:17 PM Viewed: 4/26/2024 4:40:04 PM Signed: 4/26/2024 4:40:18 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 4/26/2024 4:40:22 PM Viewed: 4/29/2024 9:37:22 PM Signed: 4/29/2024 9:37:35 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Mary Duffy mdcairetta@comcast.net Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.105.26.167 Signed using mobile	Sent: 4/29/2024 9:37:41 PM Viewed: 4/29/2024 10:33:27 PM Signed: 4/29/2024 10:35:43 PM
Electronic Record and Signature Disclosure: Accepted: 4/29/2024 10:33:27 PM ID: d1f036b3-acdc-4623-9077-a25f3b5450b2		
Abigail F. Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 4/29/2024 10:35:48 PM Viewed: 4/30/2024 9:15:54 AM Signed: 4/30/2024 9:16:33 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise C May dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 4/30/2024 9:16:39 AM Viewed: 4/30/2024 9:18:26 AM Signed: 4/30/2024 9:18:39 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 4/30/2024 9:18:44 AM Viewed: 4/30/2024 6:43:29 PM Signed: 4/30/2024 6:44:31 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	Sent: 4/30/2024 6:44:36 PM Viewed: 5/1/2024 11:14:26 AM Signed: 5/1/2024 11:14:37 AM
Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bill Moore moor1706@bellsouth.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/30/2024 4:08:57 PM ID: c3293f90-b062-460b-941b-83e1b9da497c	COPIED	Sent: 5/1/2024 11:14:43 AM
Clerk Admin BOCCCLerkServices@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/1/2024 11:14:44 AM Viewed: 5/1/2024 11:15:52 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/26/2024 3:16:36 PM
Certified Delivered	Security Checked	5/1/2024 11:14:26 AM
Signing Complete	Security Checked	5/1/2024 11:14:37 AM
Completed	Security Checked	5/1/2024 11:14:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.