

FLORIDA FOREST SERVICE  
(850) 681-5800



THE CONNER BUILDING  
3125 CONNER BOULEVARD  
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER ADAM H. PUTNAM

---

August 13, 2015

Ms. Nona Schaffner  
Assistant General Counsel  
Florida Department of Transportation  
Office of the General Counsel  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458

RE: Gopher Tortoise Memorandum of Understanding

Dear Ms. Schaffner:

Enclosed is the Florida Department of Transportation's fully executed original copy of the Gopher Tortoise Memorandum of Understanding (FDACS Contract #022431). The Florida Department of Agriculture and Consumer Services, Division of Administration has retained the other fully executed original copy. If there are any additional questions or concerns, please do not hesitate to call or email at (850) 681-5890 or [Brian.Camposano@FreshFromFlorida.com](mailto:Brian.Camposano@FreshFromFlorida.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Camposano", written over a large, light-colored scribble.

Brian Camposano  
Forest Ecologist  
Florida Forest Service

Enclosures

DOT GENERAL COUNSEL  
REC'D LEGAL  
15 AUG 20 PM 1:58

AGREEMENT NO. \_\_\_\_\_

022431

**MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DEPARTMENT  
OF TRANSPORTATION AND THE FLORIDA FOREST SERVICE FOR GOPHER  
TORTOISE RELOCATION**

This Memorandum of Understanding (MOU) is made by and between the Florida Department of Transportation (FDOT) and the Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS).

Recitals

WHEREAS, FDOT anticipates that transportation projects currently planned throughout the state will result in impacts to populations of the gopher tortoise (*Gopherus polyphemus*), a state imperiled species; and

WHEREAS, FDOT is responsible for developing projects which, through interagency coordination, provide conservation measures for imperiled species in cases where avoidance and minimization actions related to transportation projects cannot avoid impacts to these species; and

WHEREAS, FDOT has an interest in identifying ecologically suitable lands in order to relocate gopher tortoises located within the footprint of public transportation projects on public conservation lands throughout the state; and

WHEREAS, FFS has over 1.06 million acres of public conservation lands in the state forest system which may be impacted by public transportation projects; and

WHEREAS, FFS has no fewer than 30 state forests with documented populations of gopher tortoises which may be impacted by public transportation projects requiring mitigation and which may contain other areas of habitat suitable for receiving gopher tortoises affected by these projects; and

WHEREAS, FFS believes that cooperation with FDOT in relocating gopher tortoises from public conservation lands impacted by public transportation projects to contiguous public conservation lands would be beneficial to gopher tortoise conservation and mutually beneficial to the goals and objectives of both agencies.

NOW, THEREFORE, in consideration of the foregoing, FDOT and FFS agree to the following:

I. GUIDING PRINCIPLES

- A. The FDOT and FFS hereby agree that the purpose of FFS's state forest management is to fulfill the land acquisition and management goals and objectives described or referenced in the approved resource management plan for each state forest.

1. The FFS's purpose in cooperating in this MOU is primarily to benefit conservation and management of gopher tortoise populations on state forests through improvements to gopher tortoise habitat and through gopher tortoise relocation where these efforts result in biologically sound gopher tortoise habitat and population management.
2. The FFS recognizes that the timely relocation of gopher tortoises and, where appropriate, their burrow commensals from within the footprint of public transportation projects also contributes to gopher tortoise conservation and to the accomplishment of the FDOT mission. Thus, designated areas of a state forest impacted by a public transportation project may be used as recipient areas for gopher tortoises and, where appropriate, their commensals displaced by such a project.
3. For the purposes of this MOU, relocation is defined as the deliberate moving of wild gopher tortoises and/or commensal species from within the footprint of the public transportation project to suitable, contiguous habitat on the impacted state forest such that the final stocking density of gopher tortoises is no greater than the maximum allowable per acre amount for public conservation land as defined in the most recent revision of the Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines which is incorporated herein by reference.
4. FDOT will coordinate with and solicit input from FWC on measures to reduce impacts to gopher tortoises as a result of public transportation projects. All efforts to avoid or minimize impacts to the gopher tortoise at public transportation project construction sites will be exhausted by FDOT prior to the relocation of impacted gopher tortoises to other suitable areas on any impacted state forest.
5. FFS does not become a party to any permit or regulatory agreement made in relation to the transportation project itself by accepting relocated gopher tortoises under this MOU.
6. State forest recipient sites for relocated gopher tortoises under this MOU must be situated no further than maximum allowable distance from the area impacted by the public transportation project footprint as defined by the most recent revision of the FWC Gopher Tortoise Permitting Guidelines, unless authorized by FWC.
7. The relocation of gopher tortoises on the impacted state forest shall meet the guidelines and requirements of the most recent revision of the FWC Gopher Tortoise Permitting Guidelines.
8. Prior to FDOT relocating gopher tortoises on a state forest impacted by a public transportation project covered under this MOU, both FFS and FDOT shall sign an addendum to this MOU for each individual project which shall include the following:

- a. State forest name;
  - b. FDOT project title;
  - c. Map indicating donor site(s) and burrow locations;
  - d. Map indicating proposed location and size (acres) of recipient site(s);
  - e. Documentation of recipient site suitability assessment;
  - f. Estimated number of tortoises to be relocated; and
  - g. Any and all project-specific agreements between FFS and FDOT which:
    - i) Alter the management responsibilities of either agency, either wholly or in part, as referenced in section III of this MOU; and/or
    - ii) Are otherwise not specifically referenced herein.
9. Upon completion of the gopher tortoise relocation, FDOT will provide FFS documentation of relocation which shall be appended to the addendum referenced in (8) above to serve as fulfillment of relocation responsibilities detailed herein. This documentation shall include the following:
- a. Date(s) of tortoise removal;
  - b. Date(s) of tortoise relocation;
  - c. Description of tortoises relocated including:
    - i) all demographic information collected
    - ii) any required marking of tortoises for identification purposes
    - iii) any indications of unhealthy or diseased tortoises
    - iv) any instances of mortality during relocation; and
  - d. Final number of tortoises moved.

## II. MAXIMUM NUMBER OF GOPHER TORTOISES TO BE RELOCATED

- A. The maximum number of gopher tortoises which may be relocated to a designated recipient area or areas on any state forest where gopher tortoises are impacted by a public transportation project and under this MOU is 600 individuals.
- B. In order to assist the FFS with the management of recipient sites on any impacted state forest, the FDOT has provided the Friends of Florida State Forests, Inc. a total of \$600,000.00 (SIX HUNDRED THOUSAND DOLLARS), of which the mitigation contribution for relocation is \$1,000.00 (ONE THOUSAND DOLLARS) per tortoise. This sum has been provided to the Friends of Florida State Forests, Inc. prior to the relocation of any gopher tortoises on state forests impacted by a public transportation project and shall be used by Friends of Florida State Forests, Inc. for management of gopher tortoise populations and for conducting associated land management activities, to include the purchase of equipment, beneficial to gopher tortoises on any impacted state forest. Friends of Florida State Forests, Inc. shall not expend funds for any project covered under this MOU until FDOT provides FFS the final number of tortoises moved for a specific project as detailed in (I.9) above. A ledger shall be provided by

FDOT after relocation efforts for each project that shows the number of tortoises remaining eligible under the initial lump sum payment.

- C. Friends of Florida State Forests, Inc. shall be entitled to withhold up to 5% of the per-tortoise amount referenced in (II.B) for each gopher tortoise relocated as part of any relocation project covered by this MOU for overhead and administrative costs. Friends of Florida State Forests, Inc. will also maintain a ledger indicating remaining funds available after each relocation project is complete.

### III. MANAGEMENT RESPONSIBILITIES

- A. FFS shall assume responsibility for security and habitat management of all recipient sites pursuant to this MOU.
- B. FFS shall manage all recipient sites covered under this MOU utilizing accepted habitat management techniques and guidelines set forth in the most recent revision of the FWC Gopher Tortoise Permitting Guidelines. While all state forests are managed under the multiple-use concept, a specific goal of the management of these recipient sites will be to improve or maintain habitat suitable for the gopher tortoise. FFS may choose, at its discretion, to enter into contractual agreements with other vendors to perform management activities within the recipient areas.
- C. FFS shall specify to FDOT the state forest locations which are appropriate for assessment as potential recipient sites. FDOT shall be responsible for the assessment of a potential recipient site or sites in state forests and the measurement of gopher tortoise baseline densities at the recipient site or sites for each individual project covered under this MOU. FDOT may utilize previously collected data in determining the suitability of a recipient site if the collected data are still valid. These assessments and measurements shall be done to meet the guidelines and requirements found within the most recent revision of the FWC Gopher Tortoise Permitting Guidelines. FDOT may choose, at its discretion, to enter into contractual agreements with other vendors to perform assessment and measurement activities within the recipient area or areas. The FFS may obtain and review any comments from other agencies and organizations in its determination as to whether a particular assessment is adequate and whether any particular relocation should proceed forward.
- D. FDOT shall be responsible for gopher tortoise relocation. This shall include identification and extraction of gopher tortoises to be relocated, transportation of the gopher tortoises from the public transportation project footprint to the designated recipient site or sites on the impacted state forest, and construction of temporary enclosures as indicated for the "soft release" of gopher tortoises. FDOT may choose, at its discretion, to enter into contractual agreements with other vendors to perform relocation and temporary enclosure construction activities within the recipient area or areas. All relocations must be coordinated with FFS and made in accordance with the most recent revision of the FWC Gopher Tortoise Permitting Guidelines.

- E. FFS shall provide to FDOT the name and contact information for a FFS field representative to coordinate oversight of each relocation project, including recipient site selection. FDOT will notify FFS field staff in writing at least 30 days prior to temporary enclosure(s) construction and relocation.
- F. After approval of the initial installment of temporary enclosures by FDOT and FFS, FFS shall be responsible for monitoring and maintaining the temporary enclosures during the “soft-release” period, removing the temporary enclosures upon completion of the “soft release” period, and performing all post-release population monitoring as required by the most current revision of the FWC Gopher Tortoise Permitting Guidelines.
- G. FFS shall be responsible for the development and/or amendment of the habitat management plan for all recipient sites.
- H. FFS will be responsible for maintaining the eligibility of gopher tortoise relocation sites.

#### IV. SUCCESS CRITERIA

Upon completion of gopher tortoise relocation for each project covered under this MOU, FFS will assume long-term population monitoring and reporting responsibilities as required under the most recent revision of the FWC Gopher Tortoise Permitting Guidelines. FFS will work with FWC to ensure that gopher tortoise management goals are being met within the recipient sites of state forests impacted by public transportation projects.

#### V. GENERAL TERMS AND CONDITIONS

This MOU, including documents expressly incorporated by reference, constitutes the entire MOU between FDOT and FFS. It supersedes the “Memorandum of Understanding Between the FDOT and the DOF for Gopher Tortoise Relocation” (executed October 15, 2008, FDACS Contract #014188), and all other previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this MOU.

#### VI. SEVERABILITY

If any provision of this MOU, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect other provisions or applications of this MOU which can be given effect without the invalid provision or application, and to this and the provisions of this MOU are declared severable.

VII. AMENDMENTS

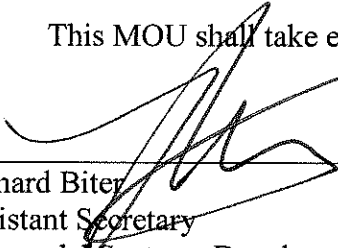
No amendment of this MOU shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each party.

VIII. TERMINATION

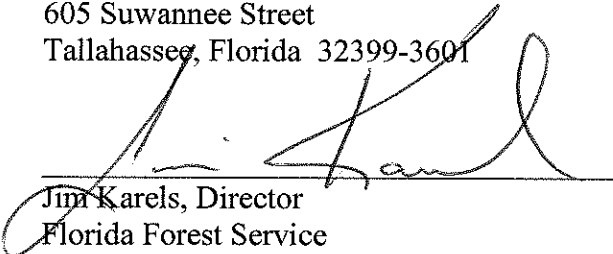
Sections II and III of this MOU shall terminate upon the relocation of a maximum of 600 gopher tortoises to recipient sites of state forests impacted by FDOT public transportation projects and completion of post-release monitoring requirements associated with the relocated gopher tortoises. Notwithstanding, the management of the recipient areas shall continue to be the responsibility of FFS. The FDOT or FFS may terminate this MOU at any time by providing 60 days written notice to the other party. Any money which has not been expended for relocation shall be returned to FDOT within 45 days of termination.

IX. EFFECTIVE DATE


This MOU shall take effect on the last signature date, as completed below.

  
\_\_\_\_\_  
Richard Biter  
Assistant Secretary  
Intermodal Systems Development  
Florida Department of Transportation  
Haydon Burns Building  
605 Suwannee Street  
Tallahassee, Florida 32399-3601

6-30-15  
Date

  
\_\_\_\_\_  
Jim Karels, Director  
Florida Forest Service  
Department of Agriculture and Consumer Services  
3125 Conner Boulevard  
Tallahassee, Florida 32399-1650

7-8-15  
Date

  
\_\_\_\_\_  
D. Alan Edwards, Director  
Division of Administration  
Department of Agriculture and Consumer Services  
407 South Calhoun Street  
Tallahassee, Florida 32399-0800

8-7-15  
Date